Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

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CURRENT TOPICS.

THE JUDGES during the Long Vacation will be Mr. Justice JEUNE and Mr. Justice COLLINS, the latter taking the earlier portion of the time. The first day of sittings in court for chancery business will be the 19th of August. The usual notice as to business in Vacation will be issued in a few days.

THE CHAMBERS of Mr. Justice KEKEWICH will be open during the Long Vacation for the purposes of the chamber work of the Chancery Division. Mr. Registrar CARRINGTON will be the registrar in attendance.

HAVING REGARD to the state of business on circuit, Mr. Justice VAUGHAN WILLIAMS should be able to resume the hearing of the chancery actions remaining in his list early next week; but up to Thursday the cause clerks were unable to afford any precise information as to the day on which the learned judge will sit.

MR. JUSTICE CHITTY has announced that he will not hear any more witness actions during the present sittings. The same remark applied to the actions in Mr. Justice NORTH's list, but the interlocutory business of the latter judge will continue, as stated last week, to be taken by Mr. Justice ROMER.

DURING THE present week the Lord Chancellor sat on two days only in Court of Appeal No. 2 with Lords Justices LINDLEY and FRY, being unable to give more time by reason of other duties, and but for the return of Lord Justice LOPES there would have been a difficulty in forming both divisions of the Court of Appeal. In consequence of this anticipated difficulty, it was stated that Lord Justice KAY would have heard some of the actions in Mr. Justice NORTH's list; but now that six Lords Justices are available, the appeals in both divisions will probably be cleared off.

THE MIDDLESEX REGISTRY BILL, which we recently discussed, proposes to alter considerably the practice as to the registration of deeds in Middlesex. Under the Bill, as introduced, the fees charged under the Act 7 Anne c. 20 might be increased, and solicitors' charges might be altered by rules. This kind of legislation is very unsatisfactory, and much to be deprecated.

The practice under the Act of 1708 is now well understood and works satisfactorily, and needs little if any alterations, and these alterations ought certainly not to be in the direction of relieving the registrar from the responsibilities thrown upon him by the Act of Anne, as would be the case if clause 5 of the Bill, as introduced, were allowed to stand. The operation of that clause would be to shift the responsibility of seeing that the memorial was in accordance with the provisions of the Act of Parliament from the shoulders of the registrar to those of the person registering. The provision contained in the Bill that deeds may be registered as to part only of the land affected would prove most dangerous and would open a wide door for fraud. The provision in the first schedule providing for the registration of deeds by reference to a map would, in the majority of cases, be extremely inconvenient to persons registering, but it would facilitate searches, but this advantage would be more than counterbalanced by the difficulties with which this question of maps is surrounded. Of course, if it were made compulsory that all deeds should be accompanied by a plan, the thing would be simple enough, but until we arrive at that desirable period it is premature to talk of registration by reference to maps. We understand that the Council of the Incorporated Law Society have made suggestions to the Lord Chancellor on the subject, which it would appear have been adopted, as his lordship has given notice of amendments which are in effect that the charges of solicitors and the fees to be taken at the registry shall not be altered. The provisions as to registration by means of reference to a map are abandoned, and the provisions of the Act of 1708 on this subject are practically re-enacted, and the registrar will be required to make searches concerning all memorials in the registry, and to give certificates concerning them if required.

The case of *Cleaver* v. *The Mutual Reserve Fund Association* (reported on another page) which arose out of the Maybrick trial, does not decide any new point of law. It is, in fact, little more than an application of the principle that a man shall not profit by his own wrong. It had been decided by the House of Lords, so long ago as 1830, in *Fauntleroy's case* (4 Bligh N. R. 194) that the assignees of a person who had effected a policy upon his life and had afterwards, by committing forgery (then a capital offence), forfeited his life, could not recover from the insurance company; the ground of the decision being that in order to entitle them to recover, the contract of insurance must be regarded as covering that particular risk, and that such a contract would be against public policy, as "taking away one of those restraints operating on the minds of men against the commission of crimes." That reasoning (as Denman, J., remarked) had a still stronger application in the present case, where the benefit of the policy would accrue, not to the estate or to the assignees of the deceased man, but to the actual perpetrator of the crime, for whose benefit the executors of the deceased, if successful in the action, would, by virtue of section 11 of the Married Women's Property Act, 1882, hold the policy moneys. A lay contemporary, in commenting on the case, remarks, as to Mrs. Maybrick's guilt, that "the verdict of the jury was conclusive against the plaintiffs." That is an inference which cannot be drawn from the decision of the Divisional Court, and which may be matter for future argument. Monday's decision was given in answer to a question "whether, if it be proved that James Maybrick died from poison intentionally administered to him by Florence E. Maybrick, that would afford a defence to the action"; it was therefore necessary to assume Mrs. Maybrick's guilt for the purposes of the argument.

The decision of the Court of Appeal in *Guardians of Tendring Union* v. *Dowton* (reported elsewhere) justifies the doubts which we expressed (*ante*, p. 166) as to the correctness of the view taken by Mr. Justice Stirling (38 W. R. 653). The case related to the priority of a statutory charge on land, created under the Public Health Act, 1875 (38 & 39 Vict. c. 55), for securing paving expenses, over a restrictive covenant. By section 257 the demand for expenses incurred by the local authority is to be made on the owner, and until recovery they are to be a charge on the premises in respect of which they have been incurred. By the definition clause (section 4) the owner is the person receiving the rack-rent of the premises, or who would be entitled to receive it if they were let. The meaning of these enactments was considered by Jessel, M.R., in *Corporation of Birmingham* v. *Baker* (17 Ch. D. 782, 30 W. R. Dig. 121), and it was there held that the charge was not on the interest of any particular owner of the premises, but on the total ownership—that is, on the respective interests of every owner for the time being in proportion to the value of his interest. Consequently, where the land has been mortgaged before the expenses have been incurred, these nevertheless take priority over the mortgage. The principle thus established was applied by Stirling, J., to the very different case of a restrictive covenant. The land in question had been sold subject to a covenant which prevented the purchaser from building upon it. In the opinion of Stirling, J., apparently, the ownership was thereby divided between the purchaser and the persons entitled to the benefit of the covenant. Consequently the paving expenses were charged upon the interests both of the purchaser and of such persons, and the statutory charge took precedence of the restrictive covenant. It followed that to enforce the charge the premises might be sold free from the covenant, and an order to this effect was made. The mistake lies, however, in regarding the persons entitled to the benefit of the covenant as being in any way interested as owners in the property. The covenant may diminish the value of the property for those who are interested in it, but it does not confer an interest on the covenantees. "The works in question," said Jessel, M.R., in the case above referred to, "are an improvement to the property, not to the interest of any particular owner of the property, but of every owner." In the present case this reasoning does not apply. No amount of improvement will increase the value of the covenant, and neither on this ground, nor on the ground that the covenantees are in any sense owners of the property, can the statutory charge take priority of the covenant. So, accordingly, reversing the decision of Stirling, J., the Court of Appeal have held.

The more we see of the law reports furnished by the *Times*, the more profound becomes our sense of their inestimable value to the community. Their scope is so much wider than that of the ordinary hum-drum law reports; they appeal to so many different classes, and, above all, they are so thoughtful in pointing out the particular people who should mark, learn, and inwardly digest the moral conveyed by them, that few persons can read their *Times* without, sooner or later, finding something applicable to their special rights or liabilities. Until the present week we should indeed have hesitated to affirm that "greengrocers who throw refuse out of their shops upon the pavement" or an "old woman seventy-seven years of age—a monthly nurse" could be recommended to study the *Times* law reports, but we are now able to assert unequivocally that it will be for their advantage to do so. There was a case of *Smith* v. *Dawson*, before Mr. Justice Denman, reported in Monday's issue, which proves our assertion. The headnote to the case is as follows:—

"Smith v. Dawson.

"This was a case worth the attention of greengrocers and other tradesmen who throw refuse out of their shops upon the pavement."

And the nature of the pleadings is stated as follows:—

"The plaintiff, Mary Smith, an old woman 77 years of age—a monthly nurse—complained of William Selby Dawson for personal injuries caused by his negligence in placing, leaving, or causing to be left on the public pavement in front of his shop, vegetable refuse on which she, while passing along the highway, slipped and fell and broke her arm. And in particulars she stated that the refuse referred to was 'a bruised or rotten plum.' The defendant denied his liability."

Now here we pause to notice the admirable particularity of this statement. Mary Smith, the plaintiff, is not only "an old woman," she is also "77 years of age," and she is "a monthly nurse." All that is wanted to complete the graphic description is a short account of the personal characteristics of Mary Smith, and, in the hope that we may be in time for the weekly issue of

the *Times Law Reports*, we venture to add a purely hypothetical sketch:—

"The plaintiff, MARY SMITH, an old woman 77 years of age—a monthly nurse—and therefore possibly somewhat inclined to rotundity of form—and not, perhaps, quite so steady on what are called (in the colloquial language of her associates) her 'pins' as she once was."

We pass now to the account of the judgment in this important case. It is as follows:—

"The learned judge thereupon held that the plaintiff's case failed, and he gave judgment for the defendant, observing that he should advise the plaintiff not to attempt to sue anybody else, as it was doubtful whether she would have a case against anyone on her evidence."

The moral, therefore, "worth the attention of greengrocers and other tradesmen who throw refuse out of their shops upon the pavement" is that "refuse," consisting of "a bruised or rotten plum," may be safely thrown out of shops upon the pavement. This is a doctrine which it is obviously desirable, in the public interest, should be widely known among the greengrocers concerned. The moral to "old women 77 years of age—monthly nurses," is not to slip and fall on "bruised or rotten plums," or, if they do, not to sue for the injury sustained. This is obviously "worth the attention" of monthly nurses.

WE GIVE elsewhere a full report of the judgments delivered by the Divisional Court (DENMAN and WILLS, JJ.) in *Re Four Solicitors*. The report of the committee of the Incorporated Law Society acquitted the solicitors in question of the most serious charge brought against them—namely, the charge of committing frauds upon the public in the bringing out of certain companies, but found two of them guilty of professional misconduct. Into this latter finding the Divisional Court have carefully inquired, with the result that they have reversed the conclusion arrived at by the committee. It must be admitted that the two solicitors laid themselves open to this charge by undertaking to represent a great variety of opposing interests, and, as to one of them at least, that his financial interest in the companies, and the sums received for promoting them, increased the difficulty of protecting all the parties for whom he was acting. To state the whole matter as shortly as possible, mines in Queensland, all of which, with the exception of one, were bought in the first instance at nominal prices, were sold to a company for £45,000, and subsequently resold to subsidiary companies for sums which appear to have amounted to £150,000. The solicitor in question acted throughout for all parties, including the vendor, the promoters, the original company, and the subsidiary companies. Of some of the companies he was a director, and his pecuniary interest in them was large. Herein was the best proof of his good faith. He abstained from selling shares when they were at a high price in the market, and, in the end, was a loser by many thousands of pounds. But the specific charges of professional misconduct brought against him on these facts were that he had not properly protected the interests of the different parties whom he undertook to represent, or sufficiently insured that they should be placed on equal terms and be possessed of the same knowledge of facts. Had the Divisional Court seen their way to holding that he was solicitor for the individual shareholders in the different companies it is probable that these charges would have been held to be established. But there was no doubt that the directors of the companies were in full possession of all the facts, and here the duties of the solicitor towards the company were held to cease. Indeed, all the persons who were really interested in the promotion or management of the companies knew exactly the position of affairs, and no complaint had been made by any one of them. As we have said, the committee of the Incorporated Law Society acquitted the solicitors of any intention to defraud the public, and upon the above facts the Divisional Court acquitted them of any failure of duty towards their clients. At the same time there is an obvious risk of suspicion when solicitors not only undertake to act for different parties, but are themselves persons pecuniarily interested in the transaction.

THE JUDGMENTS delivered in the House of Lords in *Allcroft and Others* v. *The Bishop of London* (the St. Paul's reredos case) affirm, as might have been expected, the decision of the Court of Appeal. When the matter first came before the Divisional Court, it will be remembered that the majority of the court (Lord COLERIDGE, C.J., and MANISTY, J.; POLLOCK, B., *diss.*) directed a *mandamus* to issue against the Bishop of LONDON requiring him to comply with the provisions of the Public Worship Regulation Act, 1874, in respect of a representation made against the reredos in St. Paul's Cathedral. Under the 9th section of the Act the bishop is bound, when such a representation is made, to put the matter in course for trial in one of certain specified ways, unless he is of opinion, after considering *the whole circumstances of the case*, that proceedings ought not to be taken. In this event he is to state his reasons in writing, but the Act contains no provision as to what is to be done by the complainants in case they are dissatisfied with the reasons. In the present case the chief ground of complaint against the bishop was that he had referred to the authority of *Phillpotts* v. *Boyd* (L. R. 6 P. C. 435) (the Exeter reredos case) as being in point, and opposed to the contention of the complainants; and MANISTY, J., thought that he had thereby raised a substantial question of law upon which the complainants had a right to take the opinion of the court. Lord COLERIDGE went further, and, on the ground that the case in question was irrelevant, held that the bishop's reasons were so bad as to amount to no reasons at all. The higher courts have taken a stricter view of the Act, and have thereby avoided the danger of saying hard things about the bishop's logic. There are two principles which govern the determination of the case, and both in the Court of Appeal and the House of Lords they have been thought conclusive; the expression—"the whole circumstances of the case" is obviously one which gives the bishop a wide latitude as to what things he will take into consideration, and provided they can honestly be looked upon as relevant to the matter, so that no ground is afforded for impeaching the bishop's good faith, he is left quite free in his selection of them. So, too, as to his reasons; he is bound to state them, but this duty of statement is all the guarantee the statute requires of their soundness. A man who has to give reasons will probably do his best to give good ones, but whether a bishop's reasons under the Act are good or bad no court has jurisdiction to determine.

DO SUCH THINGS as these really occur with regard to the preparation and delivery of judgments? After hearing a case, the court announces that judgment will be delivered on a certain day. On the appointed day, a member of the court enters the room of another member, when, according to current rumour, the following conversation ensues:—"Well, have you prepared the judgment in —— *v.* ——?" "No." "No more have I; but you've got some notes for your judgment, haven't you?" "Yes." "Well, let me have a look at them." The notes are taken and retained, and judgment is forthwith delivered from and according to the notes for a judgment compiled by the industrious colleague, who, of course, having nothing further to say, solemnly concurs.

Mr. Bousfield (of the firm of Fox & Bousfield) seems to have had a high old time of it in selling by auction, at the Mart, on Wednesday, the site of the Church of St. Olave Jewry, together with the fabric thereof, for the sum of £22,400. The *Standard* reports some of the incidents as follows:—Mr. Bousfield did not get to work so quickly as usual, owing to the questions which were asked. Certain notices had been served upon the auctioneers by persons claiming certain rights, including those of light and air, the existence of party walls, water passage, and the right to walk upon the roof of the old church and smoke. This latter was set up by the freeholder of a house built against the church on the north side, and the occupier had by some means or other accustomed himself, said Mr. Bousfield, to go out from a window of his house, on to the roof of the church, and smoke a pipe or cigar. The lease of the house, however, would expire in four and a half years, and but little was made of the claim. A pause in the biddings subsequently ensued, filled up by Mr. Bousfield's reminder that the purchase-money was not going into the pockets of a merciless vendor, but would be appropriated to the building of another church, so that if they did give a few thousands too much, they would be able to take credit in their books for an act of Christian charity. After further advances had been made, the auctioneer said, "A long time will elapse before another City church will come into the market. This is the last, absolutely, I think the very last, and the buyers of the other City churches have made enormous profits. This really seemed as though a special blessing fell upon the buyer, and he made a larger profit in consequence." Then the bids were again set going.

SALE OF PART OF LEASEHOLDS AT AN APPORTIONED RENT.

It sometimes happens that the owner of leaseholds for years wishes to sell part of them only, or to sell the whole in lots. In this case it generally happens that it is intended that the rent should be apportioned between the part sold and the part retained. It but rarely happens that the consent of the reversioner can be obtained to apportioning the rent, as it is obvious that a rent of, say, £100 issuing out of Blackacre and Whiteacre is of greater value than a rent of £70 issuing out of Blackacre and a rent of £30 issuing out of Whiteacre. In the absence of an apportionment made with the consent of the reversioner, it is obvious that, whatever arrangement is made between the lessee and purchasers from him, each of them is liable to the whole rent reserved by the original lease; the lessee is bound by the covenant for payment entered into by him, each purchaser is bound to perform that covenant so long as he holds any part of the land, and the reversioner can distrain on any part of the land for the whole of the rent reserved by the head lease. It follows that the only plan of carrying the arrangement into effect is to provide what rent is to be paid by each purchaser, and for the several purchasers and the vendors to give mutual indemnities against the residue of the rent reserved by the lease. Three plans have been adopted for carrying the arrangement into effect:

First—The lessee retains the head lease, and grants underleases of the parts of the property sold. Each underlease contains covenants by the underlessee with the original lessee similar to those entered into by the latter on the head lease *mutatis mutandis*, while the original lessee covenants for payment of the whole of the rent reserved by the original lease, and for performance of the covenants in the head lease relating to the residue of the property comprised in it.

Secondly—The entire lease is assigned to the purchaser of one lot, on trust, at the request of the lessee, to grant underleases in a specified form to the purchasers of the other lots.

Either of these two methods is convenient where the property is sold in several lots.

Thirdly—Where the property is sold in two lots only, each lot is assigned to the purchaser at the intended rent, "being an apportioned part of" the rent reserved by the original lease. The original lessee covenants with the purchaser for payment of the rent apportioned, and for performance of the covenants of the original lease, in respect of the property retained by him. The purchaser gives similar covenants in respect of the rent apportioned and of the covenants of the original lease in respect of the property purchased by him. Each of them, the lessee and the purchaser, gives to the other of them powers of distress and entry for securing the rent and performance of the covenants that ought to be paid, performed, and observed by him.

The objection to either of the first two schemes is the following: If, in the first case, the original lessee, or, in the second case, the purchaser, to whom the lease is assigned, becomes bankrupt, his covenants become worthless, and if the reversioner distrains for his rent on any one of the underlessees, the latter has no right to call on the other underlessees for contribution (*Johnson* v. *Wild*, 38 W. R. 500, 44 Ch. D. 146).

For this reason it has hitherto been considered more convenient, in cases at least where there are only two purchasers, to adopt the third scheme, so as to enable any purchaser who is forced to pay the entirety of the rent reserved by the original lease to recoup himself by the exercise of the powers of distress and entry. It is sometimes forgotten that the operation of these powers is somewhat different; the power of distress enables the donee to seize the chattels on the land of the person owning the estate in the land in respect of which the power is given; as it arises from express contract, and not from operation of law, it does not enable the donee to seize the goods of a stranger. On the other hand the power of entry only enables the donee to take the rents and profits.

As we have already pointed out, it is probable that the Bills of Sale Acts prevent the power of distress from being exercised. The reader who wishes to see a most learned argument in favour of the validity of the power, notwithstanding the Act, is referred to 5 Bythewood and Jarman's Conveyancing, by Robbins, p. 635, noté (*o*).

It appears to us that a power of distress inserted for the purpose under discussion cannot injure the general creditors of the person over whose land it is made exercisable. The original lessor can always, if he thinks fit, distrain for all the rent on any part of the land comprised in the lease; all that the power does is to authorize someone else to distrain for part of it. Should there not be some statutory exemption of a power of distress, given in such cases as above mentioned, from the provisions of the Bills of Sale Acts?

THE EXEMPTION OF CHARITIES FROM PAYMENT OF INCOME TAX.

The decision of the House of Lords in the case of *The Commissioners of Income Tax* v. *Pemsel* illustrates in a striking manner the advantage of having a recognized meaning for words of frequent occurrence in the law. The question turned upon the construction to be given to the phrase "charitable purposes" in section 61 of the Income Tax Act of 1842 (5 & 6 Vict. c. 35). According to this, allowances are to be made "on the rents and profits of lands, tenements, hereditaments, and heritages belonging to any hospital, public school, or almshouse, or vested in trustees for charitable purposes, so far as the same are applied to charitable purposes. . . . The said last-mentioned allowances to be claimed and proved by any steward, agent, or factor acting for such school, hospital, or almshouse, or other trust for charitable purposes, or by any trustee of the same," &c. Of course in English law the expression "charitable purposes" is well understood, and includes all charities within the meaning of the 43 Eliz. c. 4. In other words, it includes all objects of a religious, benevolent, or public nature. But there is an obvious difficulty in interpreting it in this sense in a statute applying to Scotland and Ireland, if the word has received no corresponding meaning in the law of those countries, and then we are thrown back on the popular meaning of the term, whatever that may be.

That such popular meaning is no easy matter to discover is clear from the various judgments in which the attempt has been made. This was first done in the Court of Session, in *Baird's Trustees* v. *The Lord Advocate* (15 Sc. Sess. Cas., 4th series, 682), where it was said that in the construction of taxing Acts it was always to be taken for granted, where those Acts applied to the whole United Kingdom, that the words used by the Legislature were used in their popular and ordinary signification, and were not technical legal terms which might exist in one part of the United Kingdom and not in another. Hence, the field being open to discuss the popular meaning of charity, the court held that the relief of poverty was the true test. Thus Lord President Inglis said:—"Charity is relief of poverty, and a charitable act or charitable purpose consists in relieving poverty, and whatever goes beyond that is not within the meaning of the term 'charity' as it occurs in this statute." Lord Shand went further and, restricted it to the relief of physical wants:—"I think it relates to funds dedicated to the relief of physical necessity or want, to funds given as alms or as a provision for the relief of persons from physical privations or suffering arising from poverty, and that it goes no farther." Consequently funds held upon trust for religious purposes were not exempt from income tax.

The case of *The Commissioners of Income Tax* v. *Pemsel* (37 W. R. 294, 22 Q. B. D. 296) came in the first instance before a divisional court consisting of Lord Coleridge, C.J., and Grantham, J. The property as to which the question arose was vested in trustees upon trust for the maintenance of the missionary establishments among heathen nations of the Moravian body and for other purposes connected with that church. Substantially the only point in dispute was whether the maintenance of missions to the heathen was a "charitable purpose." Lord Coleridge adopted the Scotch decision, and held that it was not. Mr. Justice Grantham differed upon several grounds, and one of these, which is certainly entitled to consideration, does not seem to have been noticed in the higher courts. The concluding part of the passage which we have quoted above from the

Act of 1842 speaks of "such school, hospital, or almshouse, or *other* trust for charitable purposes," and thus we have a sufficient indication that besides the relief of the sick and of the aged poor, education is a charitable purpose within the meaning of the statute. Consequently mere relief of physical want cannot be the test, and a presumption is raised that the phrase is used in the wide sense ascribed to it in English law.

In the Court of Appeal the principle of the Scotch case was adopted, but it was held not to apply to the trusts in question. The majority of the court (Lord ESHER, M.R., and LOPES, L.J.) agreed with Lord COLERIDGE and the Scotch judges in thinking that the expression "charitable purpose" was to be taken in its popular sense, and they also agreed with them in assigning the relief of poverty as the true test of charity. "I cannot help thinking," said the Master of the Rolls, "that in the minds of all ordinary persons charity implies the relief of poverty, and I think there must be in the mind of the donor an intention to relieve poverty." And charitable purposes exist, he continued, when property is given "in trust to be expended in assisting people to something considered by the donor to be for their benefit, and which assistance the donor intends shall be given to people who, in his opinion, cannot without such assistance, by reason of poverty, obtain that benefit, and where the intention of the donor is to assist such poverty as the substantial cause of his gift." This definition, it will be observed, is not restricted to the supply of physical wants. It includes the provision of religious or educational benefits in cases where the recipients are too poor to provide them for themselves. But in applying the principle to the particular case before them Lord ESHER and LOPES, L.J., made a curious assumption. The object of the missions, it was said, was to provide religious instruction for poor heathen who, but for that, would not get such instruction. Consequently the test of a charitable purpose was satisfied, and the trust property was exempt from the payment of income tax. Such an assumption, however, appears to be purely gratuitous. The terms of the settlement of the property, as given in the reports, do not justify it, and it was emphatically repudiated by the Lord Chancellor. To him it seemed that the object of the missions was the conversion of the heathen, without regard to their poverty at all, and that it would be a surprise to the Moravian body to find that their missions were either exclusively or substantially applied only to impoverished heathen, and that heathens well off in their own country were beyond the scope of them. The element of poverty, as applicable necessarily to the objects of the missionary efforts, he considered to be as much beside the Moravian view as the colour of the converts or the situation of the territory.

But this particular phase of the controversy only concerns the result in the individual case. The chief point to notice is that the construction of the phrase in question, which had been enunciated in the Court of Session, and adopted by Lord COLERIDGE, Lord ESHER, and LOPES, L.J., was approved also by the Lord Chancellor and Lord BRAMWELL, though with certain differences as to the extent of the objects which might be included. In general the English judges seem to have been willing to give a wider range to the nature of the wants for which charitable provision might properly be made. Lord BRAMWELL, however, agreed with the Scotch judges in excluding religious objects.

Turning now to the view of the matter which has finally gained acceptance, this starts with the judgment of FRY, L.J., in the Court of Appeal. It is admitted that the expression "charitable purposes" has substantially the same technical meaning in Ireland as in England. The question is, therefore, as to its use in Scotland. The judges whom we have hitherto referred to assumed that in the law of that country there was no use of it at all corresponding to its signification in England, and upon this ground their judgments were based. The assumption was rejected by FRY, L.J., and he quoted several authorities in the House of Lords (22 Q. B. D. 313) to shew that the expression had the same technical meaning in both countries. Consequently, there was no reason why that meaning should not be given to it in the construction of the enactment in question. In the House of Lords the same argument was taken up and more fully developed by Lord WATSON, who found in it a sufficient reason for overruling the decision of his fellow-countrymen in *Baird's Trustees* v. *The Lord Advocate* (*suprà*). Into the details of his argument it is unnecessary to enter. The Scotch courts having been until recently silent on the subject, he relied upon an examination of early Scotch statutes in which the terms "godly" and "pious" occurred in connection with trusts and uses. In particular the Act of 1685, c. 16, includes, among "pious uses," the building and repairing of bridges, the repairing of churches, and the entertainment of the poor. His opinion was also based on several modern statutes, and, in common with Lord MACNAGHTEN, he laid stress on section 16 of the Succession Duty Act, 1853 (16 & 17 Vict. c. 51), which speaks of property subject to trusts "for any charitable or public purpose" as "charity property." The result at which he arrived, and in which Lords HERSCHELL, MACNAGHTEN, and MORRIS all agreed, was that the expression "charitable purposes" had in Scotch law a signification practically as wide as in English law, and that this was the meaning to be attributed to it in the Income Tax Act.

It may be noticed, though it is not material to the decision, that both Lord WATSON and LORD HERSCHELL were inclined to give a similar meaning to the expression, even if it was to be construed in a popular sense. "While it is applicable," said Lord WATSON, "to acts and objects of a purely eleemosynary character, it may with equal propriety be used to designate acts and purposes which do not exclusively concern the poor, but are dictated by a spirit of charity or benevolence." And Lord HERSCHELL would have taken it as embracing all expenditure which motives of benevolence induce men to make for the benefit of their fellows. If, then, any future case should arise as to the popular meaning of the term, it is possible that this broader sense will prevail. At present, however, it is sufficient that, for the purposes of exemption from income tax, the expression "charitable purposes" is to receive the same construction as that given to it by the English courts under the statute of Elizabeth.

THE ANNUAL PROVINCIAL MEETING OF THE INCORPORATED LAW SOCIETY.

As we have already stated, the eighteenth annual provincial meeting of the Incorporated Law Society will be held at Plymouth on the 24th, 25th, 26th, and 27th of August next. On the 24th of August the Mayor of Plymouth (Mr. J. T. BOND) will, from 8.30 p.m. to 10.30 p.m., receive the president, council, the members of the society, and the ladies accompanying them at a conversazione, to be held in the Guildhall. On the 25th the members will be received at the Western Law Court, in the Municipal Buildings, by the president of the Incorporated Law Society of Plymouth (Mr. JOHN SHELLY), after which Mr. W. MELMOTH WALTERS, the president of the Incorporated Law Society of the United Kingdom, will deliver his address, which will be followed by the reading and discussion of papers, with an interval for luncheon, at St. Andrew's Hall, Westwell-street, close to the Municipal Buildings. In the evening the president of the Plymouth Law Society and Mrs. SHELLY will, from 8.30 p.m. to 12, entertain the members and ladies accompanying them at the Pavilion on the Promenade Pier under the Hoe. On the 26th the reading and discussion of papers will be continued, and in the evening the members will dine together in the Guildhall, Mr. JOHN SHELLY, president of the Plymouth Law Society, in the chair. On the 27th of August there will be an excursion to St. Michael's Mount, Marazion, on the invitation of the Mayor of Devonport (Lord ST. LEVAN). There will be an excursion by train to Prince Town, by coach across Dartmoor to Ashburton, and thence by train to Plymouth. There will be a third excursion up the Hamoaze and the River Tamar, passing under the Royal Albert Bridge, to Calstock, stopping at Cothele, by the kind permission of the Earl of MOUNT-EDGCUMBE. On Tuesday and Wednesday, the 25th and 26th, the members can visit the Devonport Dockyard, Keyham Steam Yard, and the breakwater and ships in the harbour by steamer. On Tuesday only the members may visit Mount Edgcumbe, by permission of the Earl of MOUNT-EDGCUMBE. On Wednesday only the members may go by train to Cornwood, drive to Hawns and Dendles, and thence to Ivybridge and by train to Plymouth. They may also visit Port Eliot, by permission of the Earl of ST. GERMANS, the party going by steamer and returning by train.

Members will have free admission to the following institutions on production of their tickets, viz.:—Athenæum (Art Gallery and Museum), close to the Royal Hotel; the Plymouth Proprietary Library and the Cottonian Library, both in Cornwall-street.

Members should visit the Hoe, on which is Smeaton's Eddystone Lighthouse. The breakwater is two and a half miles off, and can easily be reached by waterman's boat or steamer. The citadel, close to the Hoe, is open free daily. The marine biological laboratory, between the citadel and the sea, is open daily from 10 to 5. This is the only institution of the kind in the kingdom, and is well worth a visit. There will be various regattas, which will, no doubt, be visited by many of the members present at the meeting.

We understand that, in addition to the president's address, papers will be read by Mr. E. F. TURNER, Mr. PERCIVAL BIRKETT, Mr. JOHN HUNTER, Mr. V. J. CHAMBERLAIN, Mr. ROBERT ELLETT, Mr. H. E. GRIBBLE, Mr. J. E. GRAY HILL, Mr. F. K. MUNTON, Mr. GILBERT H. CHILCOTT, of Truro, and Mr. J. J. COULTON, of Lynn; an unusually strong programme.

REVIEWS.

THE LAW OF BANKRUPTCY.

THE LAW AND PRACTICE IN BANKRUPTCY; COMPRISING THE BANKRUPTCY ACTS, 1883 TO 1890; THE BANKRUPTCY RULES, 1886, 1890; THE DEBTORS ACTS, 1869, 1878; THE BANKRUPTCY (DISCHARGE AND CLOSURE) ACT, 1887; AND THE DEEDS OF ARRANGEMENT ACT, 1887. By the Hon. Sir ROLAND VAUGHAN WILLIAMS, Knt., one of the Justices of her Majesty's High Court of Justice. FIFTH EDITION. By EDWARD WILLIAM HANSELL, Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

This book retains, in the hands of Mr. Hansell, who has now become sole editor, the valuable qualities which have hitherto characterized it. In bulk it has been increased by some hundred pages, but this is not to be wondered at considering the amount of material which has been collecting during the five years since the last edition appeared. The size as yet is by no means inconvenient, and space, moreover, has been saved by omitting the Bills of Sale Acts. The editor truly remarks that the extensive literature of cases under these statutes forms a distinct branch of the law. The sections of the Bankruptcy Act, 1890, are very conveniently placed immediately after those of the principal Act to which they relate, and the same plan has been adopted with regard to the rules and forms of 1890. In general arrangement the book remains unaltered, the notes taking the form of comments upon the successive sections of the statute. Considering the nature of the law of bankruptcy no more convenient plan can be adopted. They are, of course, modelled on those of previous editions, but the recent cases have been carefully and correctly incorporated. In many instances, as under section 37, on the description of debts provable in bankruptcy, and section 44, on the bankrupt's property divisible among creditors, the notes assume rather the character of treatises, and the various points arising are handled with much fulness and clearness. Under section 55 the editor duly notes, on the authority of *Re Finley* (37 W. R. 6, 21 Q. B. D. 475), that upon the bankruptcy of a lessee, who has mortgaged the property by sub-demise, and upon disclaimer by the trustee, the lessor may apply that the mortgagee shall take a vesting order, or be excluded from all interest in the property; but he expresses no opinion on the important question, there left undecided, whether the mortgagee will become liable as an original lessee, or only as an assign of the original lease. Having regard to the legislation of last year this edition will prove specially serviceable.

BOOKS RECEIVED.

Roscoe's Digest of the Law of Evidence on the Trial of Actions at *Nisi Prius*. Sixteenth Edition. By MAURICE POWELL, M.A., Barrister-at-Law. Two Volumes. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

A Treatise on the Law of Civil Salvage. By WILLIAM R. KENNEDY, M.A., Q.C. Stevens & Sons (Limited).

The *Times* says that a marriage is arranged, and will take place on August 11, between Mr. Justice Wright and Miss Merriel Chermside.

The *Daily Telegraph* says that Sir James Stephen, who has been at Homburg, has not been very well, and returns to London this week.

Sir Thomas Chambers, Q.C., the Recorder of London, has, through a City paper, given an emphatic contradiction to the prevailing rumours as to his intention to retire from that office.

A correspondent writes to the *Times*:—"The *Guardian*, having completed in its last four numbers the verbal report of the arguments in the Privy Council, the interruptions of the judges and assessors have been counted at 2,636, or very nearly 300 a day, or one a minute, if 'the board,' (as it is now called) was actually sitting full five hours daily."

CASES OF THE WEEK.

Court of Appeal.

TOWERSON *v.* **JACKSON**—No. 1, 20th July.

LANDLORD AND TENANT—MORTGAGE—NOTICE FROM MORTGAGEE TO TENANT—TENANT REMAINING IN POSSESSION.

This was an appeal from the decision of a divisional court (Day and Lawrance, JJ.). The plaintiff, who was a brewer, in 1888 obtained from one Atkinson a seven years' lease of a public-house which he sub-let to the defendant, it being agreed that the defendant should purchase from the plaintiff the beer consumed in the house. Atkinson had previously mortgaged the premises, and on February 3, 1889, the mortgagees foreclosed and gave the plaintiff notice of their title, and required him to pay to them the rent then in arrear and thereafter to become due. The plaintiff replied that he accepted the notice, and he remained in possession, receiving rent from the defendant, but he did not pay any rent to the mortgagees, nor take any other step to attorn as their tenant. In May the mortgagees wrote to him pointing out that no relationship existed between them, and stating their willingness to accept him as a tenant from year to year. The plaintiff replied that he considered himself as tenant to the mortgagees on the terms of his lease from Atkinson, and tendered the rent then due. The mortgagees declined to accept this, and gave notice to the defendant to pay rent to them, and not to the plaintiff, and also required him to take his beer from them, as they also were brewers. The defendant did so, and the present action was brought in the Cockermouth County Court for the infringement of the agreement. The judge held that the plaintiff's title was ousted, and gave judgment for the defendant. The Divisional Court upheld the decision, and the plaintiff appealed, contending that by accepting the notice, and remaining in possession of the premises, he had agreed to the creation of a tenancy to the mortgagees.

THE COURT (Lord ESHER, M.R., and BOWEN and KAY, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that it was argued that the fact of a tenant remaining in possession after receiving such a notice was conclusive evidence of his assent to the creation of the new tenancy. In his opinion it was not only not conclusive evidence, but it was no evidence at all of such assent. Nothing could be more express and distinct than the decision in *Evans* v. *Elliott* (9 Ad. & E. 343), with which he entirely agreed, that a mortgagee could not, by the mere fact of giving a notice to the mortgagor's tenant, make him tenant to himself. There must be a consent by the tenant in order to create this new tenancy. But it was urged on the authority of *Brown* v. *Story* (1 M. & G. 117, 1 Sc. N. C. 91), supported by the judgment of Manisty, J., in *Underhay* v. *Read* (20 Q. B. D. 209), that the tenant staying in possession after receiving such a notice was a fact from which his consent to the new tenancy must be inferred. If *Brown* v. *Story* and *Underhay* v. *Read* really did decide that they were wrong, and must be overruled. The mere fact of remaining in possession after receipt of the notice was no evidence of assent at all. This case was governed by *Evans* v. *Elliott*, and any cases conflicting with the decision in that case were wrong. BOWEN and KAY, L.JJ., concurred.—COUNSEL, *Willes Chitty; Mattinson.* SOLICITORS, *Harrison & Powell; Paisley & Falcon.*

PELTON *v.* **HARRISON**—No. 1, 21st July.

HUSBAND AND WIFE — SEPARATE PROPERTY.

This was an appeal from the decision of a divisional court (Denman and Wright, JJ.). The plaintiffs were tradesmen, and the defendant, who was a married woman, had before June, 1890, contracted a debt with them. She was possessed of separate property, some of which was subject to a restraint upon alienation. In June, 1890, the defendant's husband died, and in August the plaintiffs recovered judgment against her for the amount of her debt in the form settled by *Scott* v. *Morley* (20 Q. B. D. 120). Execution was issued against so much of her separate property as had been free from restraint upon anticipation, but failed to realize the amount of the debt. The plaintiffs then applied for equitable execution by means of a receiver of such of her separate property as had been subject to the restraint. The Divisional Court held, on the authority of *Beckett* v. *Tasker* (19 Q. B. D. 7), that this property was not liable for her debts contracted while under coverture, and the plaintiffs appealed.

THE COURT (LOPES and KAY, L.JJ.), having taken time to consider the question, dismissed the appeal and affirmed the decision in *Beckett* v. *Tasker*. KAY, L.J., who read the judgment of the court, said that the question was whether, under the judgment, separate property which a married woman had been restrained from anticipating could be affected. The shortest answer was that the judgment expressly directed that there should be no execution against such property, and it was therefore as completely excepted from the consequence of the judgment as if it had been specifically mentioned in it, and stated to be excepted. But it had been argued that since, by the death of the husband, the property became free from the restraint, and that it was therefore liable. It was necessary, in order to construe the Act, to look back at the state of the law at the time it was passed. At that time it had been decided in *Pike* v. *Fitzgibbon* (17 Ch. D. 454) that the engagements of a married woman could only be enforced against so much of her separate estate, to which she was entitled free from any restraint on anticipation at the time when the engagements were entered into, as might remain at the time when judgment was given against her, and that they could not be enforced against free separate estate to which she became entitled after the time of the engagements, nor against separate estate subject to restraint on anticipation to which she was entitled at the time of making the engagements. Then came the Act of 1882, which applied only to married women, and which provided

that a married woman should be capable of entering into and rendering herself liable in respect of her separate property on any contract, and of suing and being sued either in contract or in tort as if she were a *feme sole*, and that every contract entered into by a married woman with respect to and to bind her separate property should bind not only the separate property which she then possessed, but also all separate property which she might thereafter acquire. In the present case the property sought to be affected belonged to the married woman at the date of the contract, but was then subject to a restraint on alienation, and therefore it could not then be made liable for her debts. The statute made no difference as to this. Property subject to restraint on anticipation could not be made liable by any process: *Harrison* v. *Harrison* (13 P. D. 180). But it was argued that on the death of the husband the restraint on alienation was removed, and that this, therefore, became separate property acquired by the defendant on the death of her husband. The answer to that was that there was no such thing as separate property of an unmarried woman. Separate property only meant property held separately from the husband. According to the argument all property of an unmarried woman would be her separate property, because it would become so on her marriage. The argument was, however, chiefly founded on *Jay* v. *Robinson* (25 Q. B. D. 467), where it was held that where a woman, who had been divorced and had married again, had become possessed of a *chose in action* during the period in which she was discovert, that *chose in action* was separate property which was liable for debts contracted by her during her first marriage. But that case did not decide that the *chose in action* could have been attached if she had not married again. It was said that to hold this was to make the law anomalous, but that was for the consideration of the Legislature and not of the court, and the result was that this property was not acquired by the defendant during coverture, and was not separate property, and could not therefore be made liable for her debts contracted during coverture.—Counsel, *Horne Payne*, Q.C., and *Gregson*; *Butcher*. Solicitors, *W. J. Child & Son*, for *S. Streeter*, Croydon; *Mear & Fowler*.

Re **ONWARD BUILDING SOCIETY**—No. 1, 21st July.

Company—Companies Act, 1862 (25 & 26 Vict. c. 89), ss. 35, 153—Rectification of Register—Transfer after Winding-up Order made.

This was an appeal from a divisional court (Lord Coleridge, C.J., and Mathew, J.) dismissing an appeal from the judge of the county court of Darlington, who had refused an application of the appellant Harrington Evans Broad, one of the directors of the Assets Realization Society, for an order under section 35 of the Companies Act, 1862, directing the liquidator of the Onward Building Society to place his name on the register of members. The Onward Building Society was ordered to be wound up compulsorily in the month of March, 1890, and its assets have proved to be much greater than its liabilities. The Assets Realization Society, after the date of the winding-up order, purchased shares in the building society to the nominal value of upwards of £75,000, the transfer of such shares being taken in the name of Mr. Broad, and his application was that his name might be put on the list of shareholders in order that the Assets Realization Society might have a voice in, and control over, the winding up. The Divisional Court refused Mr. Broad's application, and upheld the decision of the county court judge, but gave the appellant leave to appeal.

The Court (Lord Esher, M.R., and Bowen and Kay, L.JJ.) dismissed the appeal. Lord Esher, M.R., said that there was no doubt that both the transfer and the contract for the transfer took place after the order for winding up was made. Was there anything in the Companies Act, 1862, which prevented such a transfer from being valid? It was admitted that, under section 153 of the Act, if the transfer had been made pending the proceedings for winding up it would be void as against the company unless by order of the court, but it was contended that since the transfer was after and not pending the proceedings for the winding-up order it was not affected by that section. It certainly seemed absurd that the Legislature should strike at transfers pending the proceedings, but should leave transfers after the winding up absolutely untouched. As Lindley, L.J., said in his book on Companies, *à fortiori* a transfer after the winding up was void. He (Lord Esher, M.R.) had himself no doubt that section 153 applied as much to transfers after the winding up as to transfers pending the proceedings. Therefore, the transfer in this case was void as against the company unless the court were to otherwise order. The case of *Rudge* v. *Bowman* (L. R. 3 Q. B. 689) shewed that it was not necessarily void as between the parties to the contract—the transferor and transferee of the shares. No doubt Lord Blackburn in that case had made some remarks which seemed to go further, but the present decision did not really conflict with anything said by that great authority. The county court judge then might, on a proper application, have ordered, under section 153, that the transfer should be registered. Then came the question whether, after a winding-up order was made, a transfer of shares could be registered. Section 98 no doubt limited the power of the court to deal with the rectification of the register to the time when they were settling the list of contributories. The Act gave power to alter and resettle the list of contributories at any time, and when it was altered, if a consequential rectification of the register became necessary, there was, in his opinion, at any time, however long after the winding up, power to rectify the register accordingly. But an order to rectify the register was an order against the company, since it was an order against the liquidator, who was the representative of the company, and by section 87 there could be no order against the company without the leave of the court. Therefore, if section 35 was to be applied to this case it must be by leave of the court. The result was that the county court judge had a discretion to do what he was asked, which he had declined to exercise. The duty, therefore, was now cast on the court to say whether or no they would themselves exercise that discretion in the applicant's favour. It would need a strong case to induce them to do so, and on consideration of the facts of this case no reason was apparent. The application would therefore be refused, and in the result the appeal would be dismissed, although the decision of the Divisional Court that the county court judge had no jurisdiction to entertain the application could not be upheld. Bowen, L.J., said that in any view of the case the court alone had the absolute power to give or refuse leave to rectify the register. Section 35 must be read with section 87, which forbade any proceeding against a company after a winding-up order, except by leave of the court. A proceeding under section 35 was clearly a proceeding against the company. As to section 98, in his opinion settle included power to resettle, and then an incidental necessity for the rectification of the register might arise. There was nothing in the Act to confine the court's power of rectification to rights and remedies which had accrued at the time of the winding-up order. He should hesitate to accept the proposition that the hands of the court were tied to this extent. So too, if the case were to be treated under section 153, the leave of the court, which there was an absolute discretion to grant, would be necessary. Therefore, in either case, the leave of the court was necessary, and in this case he agreed in thinking that it was undesirable to grant it. Kay, L.J., delivered judgment to the same effect.—Counsel, *Sir Henry James*, Q.C., and *Meek*; *Seward Brice*, Q.C., and *W. Howland Jackson*. Solicitors, *Linklater & Co.*, for *Lucas, Hutchinson, & Meek*, Darlington; *Jackson & Jackson*, for *G. N. Watson*, Darlington.

REG. *v.* **LERESCHE**—No. 1, 21st July.

Husband and Wife—Separation Deed—Desertion.

In this case the Court of Appeal had granted a rule *nisi* for a *mandamus* calling upon justices to state a special case for the opinion of the court. Upon the argument of the rule it was agreed to take the affidavit of the justices as disclosing all the facts and to treat the matter as though it were the argument of the special case. It appeared that on the 17th of September, 1890, Mr. and Mrs. Price executed a separation deed, by which the husband agreed to pay to a trustee for the wife the sum of 7s. a week. On the 3rd of December he discontinued the payment. He was sued for arrears in the county court, and an order for payment was made, and on his continued omission to pay the wife took out a summons under 42 & 50 Vict. c. 52, s. 1, which provides for maintenance in case of desertion. The justices came to the conclusion that there had been desertion, and made an order for maintenance. It appeared that on the cessation of the weekly payments the wife had offered to resume cohabitation, but this offer had been declined by the husband.

The Court (Lopes and Kay, L.JJ.), having taken time to consider their decision, now delivered judgment, quashing the order of the justices. The judgment of the court was delivered by Lopes, L.J. He said that the question of desertion was generally a question of fact, and might be inferred from certain acts on the part of the husband. There must be a deliberate intention of abandoning the conjugal society. Such abandonment need not be for any specified period if there was an intention not to return. But to constitute desertion the parties must be living together as man and wife when the desertion took place. As was said in *Fitzgerald* v. *Fitzgerald* (L. R. 1 P. & D. 697), desertion implied an active withdrawal from a cohabitation that existed. In the present case cohabitation had ceased by mutual consent, and it was impossible that the husband could desert the wife. Did the refusal to cohabit, however, amount to desertion or constructive desertion? The cohabitation was not resumed, for the husband unequivocally refused to do so. The case of *Fitzgerald* v. *Fitzgerald* answered the question. "If the state of cohabitation has already ceased to exist, whether by the adverse act of husband or wife, or even by the mutual consent of both, 'desertion' becomes from that moment impossible to either, at least until their common life and home has been resumed. In the meantime either party may have the right to call upon the other to resume their conjugal relations, and, if refused, to enforce their resumption, but such refusal cannot constitute the offence intended by the statute under the name of desertion without cause." The refusal, therefore, of the husband to resume cohabitation did not amount to desertion, and the decision of the magistrate was wrong.—Counsel, *Atherley Jones*; *Trevor White*. Solicitors, *Radford & Frankland*, for *Bowden & Walker*, Manchester; *Chester & Co.*, for *Lawson, Coppock, & Co.*, Manchester.

HARRISON, AINSLIE, & CO. *v.* **LORD MUNCASTER**—No. 1, 22nd July.

Landlord and Tenant—Covenant for Quiet Enjoyment.

This was an appeal from the decision of Day, J. The defendant, on June 1, 1886, leased to the plaintiff certain iron mines at Whitehaven. The lease contained a covenant for quiet enjoyment. In 1871 he had leased to the Parkside Mining Co. the mines adjacent to the mines let to the plaintiff. In July, 1889, the Parkside Co., while working their mine, tapped a large subterranean body of water, which flooded their mine and forced its way into the plaintiff's mine and flooded that. It was admitted that the tapping of the water was done in the ordinary course of working the mine under the powers given by their lease. The present action was brought for breach of the covenant for quiet enjoyment. Day, J., nonsuited the plaintiff, and he appealed.

The Court (Lord Esher, M.R., and Bowen and Kay, L.JJ.) dismissed the appeal. Lord Esher, M.R., said that in *Sanderson* v. *Corporation of Berwick* (13 Q. B. D. 547) Fry, L.J., said that the first question was whether, as a matter of fact, the enjoyment had been interrupted. In the present case it was perfectly clear that the plaintiff's enjoyment had been

interrupted by the irruption of water. Then, the second question was whether the ordinary and lawful enjoyment of the demised land had been substantially interfered with by the acts of the lessor, or those lawfully claiming under him, in doing the acts which caused the interruption. No doubt the picking away the limestone which set the water free was an act done by a person claiming through the defendant to do that act. But did that act cause the interruption? The interruption was caused by the water, and the irruption of the water was not the act of the defendant or of any person claiming under him. The covenant for quiet enjoyment must be construed with reference to what was present, or what ought to have been present, to the minds of those entering into it. Could any reasonable person have contemplated that the consequence of working the adjacent mines by the defendant or his lessees would be to set free this large body of water? No one could possibly have foreseen it, and therefore neither party could be taken to have covenanted with regard to it, and the defendant was not liable on the covenant. BOWEN and KAY, L.JJ., concurred.—COUNSEL, *Sir Horace Davey*, Q.C., *Bigham*, Q.C., and *Joseph Walton; Gully*, Q.C., *C. T. Giles*, and *F. H. Mellor*. SOLICITORS, *Dowson, Ainslie, & Martineau; Boodle*.

Re **THE OPERA (LIM.)**—No. 2, 18th July.

COMPANY—WINDING UP—PAYMENT TO LIQUIDATOR UNDER MISTAKE OF LAW—REPAYMENT TO PERSON PAYING—RIGHTS OF DEBENTURE-HOLDERS.

This was an appeal from a decision of Kekewich, J. (*ante*, p. 347, 39 W. R. 398). The Opera (Limited) was formed for the purpose of carrying on the business of Her Majesty's Theatre. On the 16th of January, 1890, the sheriff, under a writ of *fi. fa.* issued by a judgment creditor, seized goods of the company at the theatre. On the 17th and 18th of January two other writs of *fi. fa.* issued by creditors were lodged with the sheriff. On the 18th of January a petition for the compulsory winding up of the company was presented by a creditor. From the 18th to the 27th of January the sheriff received the moneys paid by the public for entrance to the theatre, amounting to £1,495. On the 24th of January a provisional official liquidator was appointed by the court, and on the same day the sheriff, out of the entrance moneys up to that time received by him, paid to the first two execution creditors £681 and £49, the amount due to them respectively. He also paid £20 to the liquidator, and retained his own costs. On the 1st of February an order was made to wind up the company. On the 8th of February an order was made that the sheriff should withdraw from possession as regarded any execution levied since the presentation of the petition, and the sheriff accordingly withdrew without having sold any of the goods seized. On the 13th of May an order was made that the sheriff should pay to the official liquidator a sum of £1,475, that being the whole of the moneys which he had received, except the £20 which he had already paid to the liquidator, without prejudice to any question as to the property of the company seized by the sheriff before the commencement of the winding up. A summons was then taken out by the sheriff, asking that the official liquidator might be ordered to pay to him, out of the proceeds of the sale of the goods seized by the sheriff under the writs of the 16th and 17th of January, the sums of £681 and £49, being the sums paid to the first two execution creditors respectively. The proceeds of sale received by the liquidator largely exceeded the amount claimed by the summons. The company had issued debentures which constituted a charge upon its undertaking, and all its property, present and future, and which were declared to be a floating security. The debenture-holders claimed to be entitled in priority to the execution creditors. On behalf of the sheriff, it was contended that he ought to be relieved from the consequences of his innocent mistake in seizing the takings at the doors of the theatre after the presentation of the winding-up petition. If he had not taken the moneys which he had been ordered to refund he would have sold the chattels which he had seized, and would have rightly paid the execution creditors out of the proceeds of that sale, and if he had done this the business of the theatre would have been stopped. He ought, therefore, to be remitted as far as possible to the position in which he stood at the date of the presentation of the petition. Kekewich, J., granted the application.

THE COURT (LINDLEY, FRY, and LOPES, L.JJ.) reversed the decision. LINDLEY, L.J., said that the goods in question were comprised in the security of the debenture-holders. It was clear from *Re The Standard Manufacturing Co.* (1891, 1 Ch. 627) that, at any rate before the goods were sold that security would have prevailed as against execution creditors of the company. The order clearly could not stand in its present form, because it disregarded the rights of the debenture-holders. The sheriff might, however, be entitled to be paid out of moneys not comprised in the debentures, if any. The appeal must be allowed, without prejudice to any application by the sheriff for payment out of moneys not comprised in the debentures. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Marten*, Q.C., and *Beaumont; Warmington*, Q.C., and *Vernon R. Smith*. SOLICITORS, *Fladgates; Lewis & Lewis*.

THE GUARDIANS OF THE TENDRING UNION *v.* **DOWTON AND SLIMON**—No. 2, 21st July.

LOCAL GOVERNMENT—STREET IMPROVEMENTS—FAILURE OF OWNER TO PAY APPORTIONED PART OF EXPENSES—CHARGE ON PREMISES—RESTRICTIVE COVENANT—SALE OF PREMISES FREE FROM COVENANT—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 4, 150, 257.

This was an appeal against a decision of Stirling, J. (34 SOLICITORS' JOURNAL, 566, 38 W. R. 653, 45 Ch. D. 583), the question being, whether, when premises, which are charged with the payment of an apportioned part of the expenses of street improvements, under section 257 of the Public Health Act, 1875, are ordered to be sold for the purpose of satisfying the charge, the court has power to direct that they shall be sold free from a restrictive covenant to which the owner is subject in respect of them. The plaintiffs were a rural sanitary authority. The defendant Dowton was the owner in fee of a piece of vacant land, called Anglefield, which abutted on a street called Anglefield-road, within the jurisdiction of the plaintiffs. The plaintiffs, under the powers conferred on them by section 150 of the Public Health Act, 1875, served notice on the owners and occupiers of land and premises abutting on Anglefield-road (including Dowton) to level, pave, metal, flag, and channel the road. The notice was not complied with, and the plaintiffs thereupon executed the works themselves, and apportioned the cost among the different owners and occupiers. The amount apportioned to Dowton in respect of Anglefield was £131. Notice was served on him, and he did not, within the time limited by section 257 of the Act, dispute the apportionment. The plaintiffs obtained an order from a court of summary jurisdiction that Dowton should pay to them the £131, with interest and costs. He failed to pay, and the plaintiffs issued a warrant of distress, but no goods of Dowton were found to satisfy the warrant. Anglefield had been conveyed to Dowton in fee in 1886, subject to a covenant which prevented him from building upon it. The defendant Slimon was one of the persons who were entitled to the benefit of that covenant, and he was appointed by Stirling, J., to represent those persons. By this action the plaintiffs claimed a declaration that the £131, with interest, was a charge on Anglefield; that, for the purpose of satisfying the charge, Anglefield might be sold free from the restrictive covenant; and that, out of the proceeds of sale, the £131, with interest and the costs of the action, might be paid to the plaintiffs. Section 4 of the Act of 1875 defines "owner" as meaning "the person for the time being receiving the rack-rent of the lands and premises in connection with which the word is used, whether on his own account or as agent or trustee for any other person, or who would so receive the same if such lands or premises were let at a rack-rent." By section 257, "Where any local authority have incurred expenses, for the repayment whereof the owner of the premises for or in respect of which the same are incurred is made liable under this Act or by any agreement with the local authority, such expenses may be recovered, together with interest . . . from the date of service of a demand for the same till payment thereof, from any person who is the owner of such premises when the works are completed for which such expenses have been incurred, and, until recovery of such expenses and interest, the same shall be a charge on the premises in respect of which they were incurred." Stirling, J., made an order declaring the charge, and directing the sale of Anglefield free from the restrictive covenant for the purpose of satisfying the charge. His lordship was of opinion that the case was governed in principle by *The Corporation of Birmingham* v. *Baker* (17 Ch. D. 782), in which Jessel, M.R., held that a similar charge on property which was subject to a mortgage was a charge "on the total ownership—that is, on the respective interest of every owner for the time being in proportion to the value of his interest," and not merely on the equity of redemption, and that the charge had priority over the mortgage.

THE COURT (Lord HALSBURY, C., and LINDLEY and FRY, L.JJ.) reversed the decision, holding that the land could not be sold free from the restrictive covenant. Lord HALSBURY, C., said that the whole language and framework of section 257 were inconsistent with the right claimed by the plaintiffs. It was the "owner" of the premises who was liable for the expenses, and it was the "owner" who was to be served with a demand. The whole machinery pointed to the "owner" of the premises as the person against whom proceedings were to be taken. The meaning of "owner" as defined in the Act excluded such a person as the defendant Slimon. The language of Jessel, M.R., in *The Corporation of Birmingham* v. *Baker* did not apply to such a case as this. "Owner" included successive owners—the proprietorship of the land with all the interests in it. All persons who had an interest in the land had the benefit of the expenditure in proportion to their interests. But the definition did not include a person who had no interest in the land in the legal sense, whose interest was in other land, in respect of which he was entitled to the benefit of a covenant that the land in question should not be used in a particular way. The Act did not enable the land to be sold free from such a covenant. There was nothing to justify such an order. LINDLEY and FRY, L.JJ., concurred.—COUNSEL, *Hastings*, Q.C., and *Ingpen; Buckley*, Q.C., and *Macmorran*. SOLICITORS, *Chamberlayne; Oldman & Clabburn*.

BRACE *v.* **THE ABERCARN COLLIERY CO.; HUGGINS** *v.* **THE LONDON AND SOUTH WALES COLLIERY CO.**—No. 2, 9th July.

COAL MINE—WAGES OF MINERS—DEDUCTIONS—SMALL COAL—COAL MINES REGULATION ACT, 1887 (50 & 51 VICT. c. 58), s. 12.

A question arose in this case as to the proper mode of calculating the wages of miners in coal mines with regard to deductions therefrom in respect of small coal. Section 17 of the Coal Mines Regulation Act, 1872, provides that where the amount of wages paid to any of the persons employed in the mine depends on the amount of the mineral gotten by them, such persons shall be paid according to the weight of the mineral gotten by them, and such mineral shall be truly weighed accordingly; provided that this should not preclude the owner, agent, or manager of the mine from agreeing with the persons employed that deductions shall be made in respect of stones or materials other than mineral contracted to be gotten which shall be sent out of the mine with the mineral contracted to be gotten, such deductions being determined by the banksman or weigher and checkweigher (if there be one), or, in case of difference, by a third party to be mutually agreed upon, &c. Under this section it was decided by the Queen's Bench Division in *Bourne* v. *The Nethersal Colliery Co.* (19 Q. B. D. 357, 20 Q. B. D. 607, 14 App. Cas. 228) that, where

the weight of the slack which passed through the screen was ascertained by a person in the employ of the owners of a coal mine, who was not a weigher or checkweigher, and wages were paid according to the weight of the coal, after deducting the weight of the slack, the deductions, not having been determined as provided by the Act, were illegal, and might be recovered by the miners. The decision was affirmed by the Court of Appeal and by the House of Lords upon that ground, and also on the ground that deductions could not legally be made for small coal, as "mineral gotten" meant coal, large or small. Section 12 of the Coal Mines Regulation Act, 1887, provides that "where the amount of wages paid to any of the persons employed in the mine depends on the amount of mineral gotten by them, those persons shall be paid according to the actual weight gotten by them of the mineral *contracted* to be gotten, and the mineral gotten by them shall be truly weighed as near to the pit's mouth as is reasonably practicable; provided that nothing in this section shall preclude the owner, agent, or manager of the mine from agreeing with the persons employed in the mine that deductions shall be made in respect of stones or substances other than the mineral contracted to be gotten, which shall be sent out of the mine with the mineral contracted to be gotten," &c. It will be observed that this section differs from section 17 of the former Act by the insertion of the word "contracted," and the question was, whether the above decision governed the present case with regard to the right of the mine owners to make deductions for small coal. The two companies sued were separate, but were under the same management; and the contract of hiring with the workmen, the rate of payment, and the mode of working were the same in both collieries. The employers and workmen at both were members of an association, under which the wages of the workmen were regulated by a sliding scale. There was no contract of hiring in writing with either of the plaintiffs. The only contract with them was a general contract of hiring—determinable on twenty-eight days' notice. Payment for cutting large coal was at the standard price of 1s. 6d. per ton, and at the time in question this sum was paid, with the addition, as fixed by the sliding scale, of 32½ per cent. The only fixed price was for cutting large coal; and any other work done by the plaintiffs, other than cutting large coal, was paid for as agreed between the parties from time to time. The workmen at both collieries claimed to be paid for small coal taken by the machine for screening and weighing, and, the claim being rejected, the plaintiffs, two of the workmen, sued the companies in the Newport County Court to recover the sums which had been deducted. It was stated by some of the defendants' witnesses that an increased price was paid as the standard for cutting large coal in the collieries in the district generally, upon the basis that nothing was to be paid for cutting small coal; but it was not proved that the standard for cutting large coal at either of the defendants' collieries was fixed upon that basis. The mode of working and weighing the coal was the same at both collieries. The workmen having cut the coal and put it into an iron box, it was pushed to the truck and emptied into it; and when the truck was filled it was drawn to the bottom of the pit and raised to the pit's mouth, where it was drawn into the machine-house, and was then weighed by the employers' weigher, and the weight so taken was checked by the checkweigher of the workmen, and the weight of coal in each truck, with the number, was put down in their books. The truck, having been so weighed, was then wheeled down to the sloping screen, and when the coal was "screened," the coal which passed over the screen fell into railway trucks and was sent away; and the small coal which passed through the screen fell into a box and was weighed automatically by the machine, and the weights as shewn by it were put down by "a billy boy" (who was the servant of the employers), and his book was each Saturday given to the checkweigher and the weigher, and the former deducted from the gross amount of coal in each train the amount of small coal given in his book. Upon the net weight of each truck or train of coal sent up by each workman during the week—after making that deduction—each man was paid. The average weight of coal in each truck as weighed at the machine-house was 22 cwt. The average weight of small coal in each train load was 2¾ cwt. The plaintiffs each sued for a small sum which had thus been deducted from their wages in respect of small coal so weighed; and on their behalf it was contended that *Bourne* v. *The Nethersea Colliery Co.* applied, and shewed that the deductions were illegal. On behalf of the defendant companies it was contended that (1) the evidence shewed that the contract was to get, and be paid for, large coal only; and that the price for getting it was fixed having regard to the fact that small coal should not be paid for—in other words, that a larger price was paid for large coal than would otherwise have been paid, upon the ground that no payment was to be made for small coal; (2) that the *Nethersea Colliery case* did not apply, because by the first part of section 12, directing that wages shall be paid on the "actual weight gotten by them" of the "mineral *contracted* to be gotten"—in place of the words in section 17 of the Act of 1872, "on the weight of the mineral gotten by them"—the law in this respect had been altered; (3) that a deduction for small coal is now legal, as the words "stones or substances other than the mineral contracted to be gotten" are used in the Act of 1887 in the place of the words "stones or materials other than mineral to be contracted to be gotten" in the former Act, and that the deductions in these cases were duly determined in the manner prescribed by the later Act; (4) that by sub-section 2 of section 12 a penalty is inflicted for any breach of the enactment, and therefore the plaintiffs could not sue for damages. The county court judge held that the case was governed by the *Nethersea Colliery case*, and gave judgment for the plaintiffs, and his decision was affirmed by Pollock, B., and Charles, J.

THE COURT (LINDLEY, FRY, and LOPES, L JJ.) dismissed the appeal. LINDLEY, L.J., said that the plaintiffs did not complain of any breach of contract on the part of the defendant companies, but they said that section 12, sub-section 1, of the Act of 1887 prohibited any deductions from the weight of the coal gotten by them, and, therefore, they were entitled to be paid for the small coal. Section 3 provided that the Act should apply to "mines of coal, mines of stratified ironstone, mines of shale, and mines of fireclay," and this was of some importance with regard to the interpretation of section 12. He was of opinion that the words "mineral contracted to be gotten" referred to the kind of mineral to be gotten, and not to the size of the pieces. According to sub-section 1 of section 12 nothing was to be deducted, and, if the miner sent up other materials than those for which the mine was worked, the weight of them, but for the proviso which followed, could not be deducted. The proviso could not be construed as meaning that small coal was not mineral contracted to be gotten, and could, therefore, be deducted. His lordship was of opinion that the employers had made illegal deductions; they had not paid the plaintiffs according to the actual weight of the mineral gotten, because they had deducted the weight of the small coal. The mineral gotten was the coal actually gotten by the plaintiffs, and they got what they actually put into the truck for the purpose of being drawn to the pit's mouth, and if the employers deducted anything from the weight of that they infringed the Act. The decisions of the county court judge and the Divisional Court were right. His lordship agreed with the following observations of Pollock, B.:—"As regards the amount recoverable, the county court judge has held that the plaintiffs are entitled to be paid for the small coal at the same rate as that fixed by the contract for the large coal, on the ground that the one was originally part of the other." If it was admitted that all the coal put into the truck was that which was gotten, he could not see how the defendants' contention could succeed. *Nethersea Colliery Co.* v. *Bourne* (14 App. Cas. 228) was in conformity with the present decision. The court had been asked to construe the later Act differently, on the ground that in section 12 the words were "the mineral *contracted* to be gotten," while in section 17 of the Act of 1872 the words were "the mineral gotten;" but his lordship was of opinion that the word "contracted" was inserted in the later Act from an artistic point of view, so that the words might be identical in the enactment and in the proviso, which was not the case in the earlier Act, where the word "contracted" occurred only in the proviso. FRY, L.J., said that the mineral contracted to be gotten was coal, and it was not the less contracted to be gotten because it came to the pit's mouth in small pieces, and, though the payment for it was to be regulated by the price of the large coal, all the coal which was weighed was coal contracted to be gotten. It was equally true that it was coal gotten. It was, therefore, both coal gotten and coal contracted to be gotten. LOPES, L.J, said that there was no practical distinction between the two Acts. What was the mineral contracted to be gotten? It was coal, and included large and small coal. The large coal which had been put into the truck, but had been broken and crushed on the way to the pit's mouth, did not cease to be coal contracted to be gotten. The deductions were, therefore, illegal.—COUNSEL, *Sir R. E. Webster*, A.G., and *A. T. Lawrence*; *Finlay*, Q.C. and *Abel Thomas*. SOLICITORS, *Ullithorne, Currey, & Villiers*; *Wrentmore & Sons*.

Re **TYLER, TYLER** *v.* **TYLER**—No. 2, 18th July.

WILL—CONSTRUCTION—BEQUEST TO CHARITY—CONDITION—VALIDITY—PERPETUITY.

This was an appeal from a decision of Stirling, J. (*ante*, p. 297), the question being whether a condition attached to a charitable legacy that the donees should maintain the testator's tomb in good repair was valid in law. The testator gave "to the trustees for the time being of the London Missionary Society the sum of £42,000 Russian five per cent. stock, with a rent-charge to my brother, Charles Tyler, of £1,000 for life. Also I commit the keeping of the keys of my family vault at Highgate Cemetery to their care and charge, my brothers to be buried in the vault if they wish, and to use the same if they wish for any member of the family, the same to be kept in good repair, and name legible, and to rebuild when it shall require; failing to comply with this request, the money to go to the Blue Coat School, Newgate-street, London." The question was, whether this was a valid condition, it having been often decided that it is not competent for a testator to make provision directly for the maintenance of his tomb, inasmuch as such a provision would violate the rule against perpetuities. Stirling, J., held that the condition was valid on the principle laid down in *Christ's Hospital* v. *Grainger* (1 M. & G. 460), that the rule against perpetuities has no application to a transfer in a certain event from one charity to another. On the appeal it was argued that the testator could not do indirectly that which he could not do directly, viz., make provision for the maintenance of his tomb. The condition would compel the society to lock up the whole of the legacy, which otherwise they would be able to spend, thus making the fund inalienable, and, the purpose of keeping up the tomb not being charitable, the condition must be void as a violation of the rule against perpetuities.

THE COURT (LINDLEY, FRY, and LOPES, L.JJ.) affirmed the decision. LINDLEY, L.J., said that no doubt in one sense the condition tended to a perpetuity, because the vault was to be kept in repair for ever. It was settled law that a gift for the purpose of keeping a tomb or vault in repair could not be supported as a charitable gift, but the rule against perpetuities did not apply to charitable gifts, and the court must be guided by the decision of the Court of Appeal in *Christ's Hospital* v. *Grainger* (1 M. & G. 460). In that case there was a bequest to the Corporation of Reading for certain charitable purposes, with a direction that, if the donees should for one whole year neglect to observe the directions of the will, the gift should be transferred to the Corporation of London for the benefit of Christ's Hospital. In his judgment Lord Cottenham, C., said:—"It was then argued that it was void as contrary to the rules against perpetuities. These rules are to prevent, in the cases to which they apply,

property from being inalienable beyond certain periods. Is this effect produced and are these rules invaded by the transfer, in a certain event, of property from one charity to another? If the Corporation of Reading might hold the property for certain charities in Reading, why may not the Corporation of London hold it for the charity of Christ's Hospital in London? The property is neither more nor less alienable on that account." Acting on the principle there laid down, Stirling, J., had held that the condition in the present case was valid. His lordship thought that decision was right. There was a gift to the missionary society for the purposes of that society, and then there was a gift over to another charity on the happening of a given event, the non-repair of the testator's vault. That appeared to fall precisely within the principle of *Christ's Hospital* v. *Grainger*, and his lordship failed to see that there was anything illegal in the condition. It was argued that this decision would enable people to evade the law against perpetuities. His lordship was far from saying that a man could evade the law against perpetuities by making a charity a trustee, but there was no objection to the creation by the testator of an inducement to the charitable institution to do something which was not in itself unlawful. FRY, L.J., was of the same opinion. The testator gave a sum of money to one charity with a gift over to another charity on the happening of a certain event. That event was one which would create a motive in the first charity to repair the tomb of the testator. Inasmuch as both donees were charitable bodies, and the gifts were for charitable purposes, the rule against perpetuities had no application to the donees. If there had been a condition to apply any part of the money devoted to charity to the repair of the tomb, that would in all probability have been void as offending against the rule against perpetuities as being for a purpose not charitable, but here the testator had done nothing of the sort. Keeping a tomb in repair was not illegal in itself. All that could be said was that it was not lawful to tie up property for that purpose. The rule of law applied to property, and not to inducements. There was no rule of law that a man could not create an inducement to do a lawful act. It was said that the condition involved keeping the funds invested; but what was the harm of that? The gifts being charitable it was competent for the testator to create a perpetuity. LOPES, L.J., concurred.—COUNSEL, *Buckley*, Q.C., and *Comyns Tucker*; *Vaughan Hawkins*; *Micklem*. SOLICITORS, *Beachcroft, Thompson, & Co.*; *Leonards & Slater Pilditch*; *Gard, Hall, & Rook*.

High Court—Chancery Division.

Re **BELL BROTHERS (LIM.)**, *Ex parte* **HODGSON**—Chitty, J., 21st July.

COMPANY—TRANSFER OF SHARES—POWER OF DIRECTORS TO REFUSE TRANSFER—RECTIFICATION OF REGISTER—COMPANIES ACT, 1862, s. 35.

In this case a motion was made for the rectification of the above-named company's register by placing thereon the name of a Mr. Hodgson as holder of certain shares. It appeared that the company was formed in 1873, with a nominal capital of £1,500,000, for acquiring and working a business previously carried on by two brothers, Sir Lowthian Bell and Mr. John Bell, who were the principal shareholders, and all the rest of the shares issued were allotted, and had hitherto been held by members of the Bell family. Mr. John Bell died in 1888, and, an administration summons having been taken out by one of his two executors, who was a director of the company, an order was ultimately made for sale of £50,000 worth of the testator's shares, with the approval of the court, to Mr. Hodgson, a gentleman of unquestionable wealth and position, the object being to secure an annuity of £1,500 left by the testator to his widow. The transfer was made and executed, and Mr. Hodgson paid the £50,000 into court. But the directors of the company, purporting to act in pursuance of the articles of the company, which made transfers subject to their approval, and empowered them to reject any transferee, declined to accept Mr. Hodgson or his nominee. The present application was accordingly made by that gentleman and the other executor of the will for the purpose of enforcing registration, it being contended by them that the only possible objection that the directors had to the transfer was that Mr. Hodgson was not a member of the Bell family. The directors assigned no reason, but an affidavit by their solicitor was read, which stated that Mr. Hodgson was a rival in trade.

CHITTY, J., said that the discretionary power conferred on the directors by the articles was of a fiduciary nature, and must be exercised in good faith—that was to say, for the purpose for which it was conferred. It must not be exercised corruptly or fraudulently, or arbitrarily or capriciously or wantonly. It might not be exercised for a collateral purpose. In exercising it the directors must act in good faith, in the interests of the company, and with due regard to the shareholder's right to transfer his share; and they must fairly consider the question of the transferee's fitness at a board meeting. When the court once arrived at the conclusion that the directors had in good faith rejected a transfer on the ground that the transferee was not a fit person to become a member of the company, it would not review the directors' decision. The directors were not bound out of court to assign their reasons for disapproval if they declined to do so, or if their decision was challenged in court and they refrained from giving evidence upon which a cross-examination might take place as to their reasons. If, giving such evidence, they refrained from stating their reasons, the court would not merely on that account draw unfavourable inferences against them. In the present articles there was also an express provision protecting the directors from any liability to disclose their reasons. They were, however, at liberty, if they thought fit, to disclose their reasons, and, if they did, the court must consider the reasons assigned, with a view to ascertain whether they were legitimate or not—or, in other words, to ascertain whether the directors had proceeded on a right or wrong principle. If the reasons assigned were legitimate, the court would not overrule the directors' decision merely because the court itself would not have come to the same conclusion. If they were not legitimate, as, for instance, if the directors stated that they rejected the transfer because the transferor's object was to increase the voting power in respect of his shares, by splitting them amongst his nominees, the court would hold the power had not been duly exercised. So also if the reason assigned was that the transferee's name was Smith or was not Bell. Where the directors did not assign any reason, it was still competent for those who sought to have the transfer registered to shew affirmatively if they could, by proper evidence, that the directors had not duly exercised their power. These principles were deducible from the authorities, amongst which the most important were *Re Gresham Life Assurance Society, Ex parte Penney* (21 W. R. 186, L. R. 8 Ch. 446), *Moffatt* v. *Farquhar* (26 W. R. 522, 7 Ch. D. 591), *Re Stanton Iron Co.* (L. R. 16 Eq. 559), *Pinkett* v. *Wright* (2 Hare, 120), and *Robinson* v. *The Chartered Bank* (14 W. R. 71, L. R. 1 Eq. 32, as explained by Mellish, L.J., in *Ex parte Penney*). His lordship then held that the applicants, on the evidence, had made out their case, and were entitled to succeed, and said that, with reference to the proposition that the court could not order the registration of the transfer because it was a condition precedent that the transferee should be approved by the directors, the same point was overruled by Malins, V.C., in *Moffatt* v. *Farquhar*. The directors having had an opportunity of exercising their power, and having attempted to exercise it on a wrong principle, he thought that the power was gone, and the right to transfer remained absolute. He treated the case as resulting in this: the directors had no ground of objection against Mr. Hodgson except one which was not within the legitimate purpose of their power. They had in substance approved of him subject only to an inadmissible objection. It would be idle as well as unjust to send the matter back to them for further consideration. In the exercise of such a power the directors must act promptly. They had wrongfully interposed delay. Section 35 of the Companies Act, 1862, expressly treated unnecessary delay as a ground for rectifying the register. In adjudicating under section 35 the court was not bound to follow what a court of law would do on the application for a *mandamus* or the like, but would take into consideration any principle of equity applicable to the case: *Ex parte Parker* (15 W. R. 974, L. R. 2 Ch. 685). He therefore made an order as asked, but stayed execution for fourteen days.—COUNSEL, *Rigby*, Q.C., *Byrne*, Q.C., and *Howland Jackson*; *Sir H. Davey*, Q.C., *Farwell*, Q.C., and *Grosvenor Woods*. SOLICITORS, *Jackson & Jackson*; *Munns & Longden*.

Re **APPLEBEE, LEVESON** *v.* **BEALES**—Stirling, J., 9th July.

WILL—APPOINTMENT OF DEBTOR AS EXECUTOR—INTENTION TO FORGIVE DEBT—REBUTTAL OF EQUITABLE CLAIM BY EVIDENCE OF INTENTION OF TESTATRIX—ADMISSIBILITY OF EVIDENCE.

The testatrix, by her will dated the 9th of August, 1886, gave a legacy of £100 to the plaintiff, and a further sum of £100 for the restoration of his church, and also all the pictures and paintings in her house. She appointed the defendant her residuary legatee, and appointed the plaintiff and defendant to be her executors. By a codicil dated the 4th of July, 1887, she gave an additional legacy of £700 to the plaintiff. The testatrix died on the 23rd of June, 1888, and the will was proved by the defendant alone, power to prove being reserved to the plaintiff. In consequence of the plaintiff's legacies not being paid, he commenced proceedings, and the chief clerk found by his certificate that at the date of the testatrix's death the plaintiff was indebted to her in sums amounting in the whole to £2,397 15s. 6d. These sums were paid to the plaintiff by cheques and otherwise at various dates from 1883 to 1888, and the plaintiff contended that these payments to him were gifts and not loans, and, on the authority of *Strong* v. *Bird* (22 W. R. 788, L. R. 18 Eq. 315), that his appointment as executor released the debt, and that any claim in equity was rebutted by evidence of intention on the part of the testatrix to forgive the debt. It was contended for the defendant that there was no release of the debt, because the plaintiff had not proved the will: *Brown* v. *Selwyn* (3 Bro. P. C. 607). The plaintiff took out a summons to vary the chief clerk's certificate.

STIRLING, J., held that it was not necessary, in order that the debt should be released at law, that the plaintiff should prove the will, but even if it were the plaintiff was ready and willing to prove, and should have an opportunity of so doing if necessary. The evidence adduced in *Strong* v. *Bird* was of facts which shewed an intention on the part of the testatrix to forgive the debt in her lifetime, and not by means of the will, and it was unquestionably used by the Master of the Rolls to rebut an equity. That case was not, therefore, inconsistent with *Brown* v. *Selwyn*, and the evidence of intention was admissible to rebut any equitable claim to the debt. Here the defendant was residuary legatee and a party to the making of the codicil, and was aware of the testatrix's intention that the legacy thereby given to the plaintiff should be paid in money, and could not, on the authority of *Wekett* v. *Raby* (2 Bro. P. C. 386), set up as against the plaintiff any debt which was due from him to the testatrix. The chief clerk's certificate must be varied by finding that at the death of the testatrix the plaintiff was not indebted to the testatrix in any sums which the defendant was entitled to set up as against the plaintiff. Certificate varied accordingly.—COUNSEL, *Hastings*, Q.C., and *Hatfield Green*; *Buckley*, Q.C., and *Popham*. SOLICITORS, *G. W. Burnard*; *Wilkinson & Son*.

Re **AKERMAN, AKERMAN** *v.* **AKERMAN**—Kekewich, J., 2nd July.

WILL—DISTRIBUTION OF RESIDUE—RIGHT OF TRUSTEES TO TAKE STATUTE-BARRED DEBTS INTO ACCOUNT.

A question which arose in this case was whether certain residuary legatees ought to bring into account, as against their respective shares of

the residue of a testator's residuary real and personal estate, sums due from them respectively to the testator at the date of his death. The testator by his will, dated the 28th of October, 1886, appointed his wife and his son James executors and trustees of his will, and devised and bequeathed all his real and personal estate, except what he otherwise disposed of by his will, to his trustees, upon trust to convert the same, and out of the proceeds to pay his debts and funeral and testamentary expenses and pecuniary legacies, and to pay the residue of such proceeds, as to four-seventh parts, to his sons, Henry, William, James, and George, in equal shares. The testator died on the 28th of June, 1890. At that date Henry, William, and James were indebted to the testator in various sums, but the power to recover such sums had become statute-barred. It was argued that trustees of a residue could not in distributing such residue take into account a debt due to them *qua* executors from a residuary legatee, and it was further contended that, assuming the trustees could take such a debt into account in distributing such residue, they could take it into account only against such part of the share of the residuary legatee in the residue as consisted of the proceeds of personal estate, and not as against such part of the said share as consisted of the proceeds of real estate.

KEKEWICH, J., held that, under the principle laid down in *Courtenay* v. *Williams* (3 Ha. 539), a debt due from a residuary legatee must, for the purposes of the distribution, be included in the residue and treated as part of the share of residue going to such residuary legatee.—COUNSEL, *Warmington*, Q.C., and *Butcher*; *A. Dunham*; *Duncan*; *P. S. Stokes* and *Upjohn*. SOLICITORS, *A. J. Trehearne*; *J. J. Chapman*; *T. W. Copeland*; *Woodard & Hood*.

Re **THOMAS, THOMAS** *v.* **WOOD**—Kekewich, J., 16th July.

WILL—CONSTRUCTION—TENANT FOR LIFE AND REMAINDERMAN—POWER TO RETAIN EXISTING SECURITIES—INCOME OF UNAUTHORIZED INVESTMENT.

A testator by his will directed his trustees to convert his residuary personal estate, and to invest the proceeds in certain stocks, funds, shares, and securities therein authorized as investments, and declared that it should be lawful for his trustees in their absolute discretion to retain any securities or property which should belong to him at his decease, in the state of investment or security in which the same should then be, for such period or periods as they should think fit without being answerable for any loss occasioned thereby. And he further declared that his trustees should stand possessed of the stocks, funds, shares, and securities for the time being constituting or representing the residuary personal estate upon trust to pay the income thereof to certain persons for life, and subject thereto upon trust for his nephews and nieces in equal shares. At the date of his decease the testator possessed certain American bonds redeemable at par, which were then, and had continued to be, at a considerable premium in the market. The question which was now raised by originating summons was in what way the income produced by the bonds ought to be applied and dealt with.

KEKEWICH, J., held that the principle laid down in *Brown* v. *Gellatly* (2 Ch. 751) did not apply, but that the case fell within the class of cases of which *Green* v. *Britten* (1 De G. J. & S. 649) and *Nixon* v. *Sheldon* (39 Ch. D 50) were examples, and that the tenants for life were entitled to the whole of the income produced by the bonds.—COUNSEL, *Vernon Smith*; *Upjohn*; *Christopher James*; *Henderson*; *Askworth James*. SOLICITORS, *Burton, Yeates, & Co.*; *Bell, Brodrick, & Gray*.

MANDERS *v.* **FALCKE**—Kekewich, J., 17th July.

PRACTICE—BREACH OF INJUNCTION—MOTION TO COMMIT—NOTICE—PERSONAL SERVICE—APPEARANCE TO TAKE OBJECTION.

On a motion to commit a defendant to prison for breach of an injunction, it appeared that notice of the motion had been served upon the solicitors of the defendant, but that it had not been regularly served upon the defendant personally. The defendant appeared at the hearing and took the preliminary objection that the service of the notice was bad.

KEKEWICH, J., held that, in the case of a motion to commit a defendant to prison, every endeavour should be made to serve him personally; that the court would not make an order for committal without being satisfied that every such endeavour had been made; that the appearance of the defendant to take objection was not a waiver of his right to personal service; and that the motion must be refused.—COUNSEL, *Warmington*, Q.C., and *Gatey*; *Oswald*. SOLICITORS, *Ellis, Munday, & Clarke*; *Thomas Dyson*.

Re **OWTHWAITE, OWTHWAITE** *v.* **TAYLOR**—Kekewich, J., 22nd July.

TRUST INVESTMENT ACT, 1889 (52 & 53 VICT. c. 32), ss. 3, 6.

This case raised a question under the Trust Investment Act, 1889—viz., where there is a direction in a will for the trustees "to set apart and invest" in any of the investments in which the proceeds of sale and conversion of the testator's estate was "thereby authorized to be invested," such a sum of money as would be sufficient at the time of investment to pay an annuity, and to pay the same accordingly, with power to resort to the capital of the appropriated fund whenever the income should be insufficient, whether the trustees had power under the Act to set apart and appropriate securities authorized as investments by the Act, but not mentioned in the investment clause of the will. The testator, by his will, made in 1886, gave his real and personal estate to his trustees upon trust for sale and conversion, and to invest the proceeds of sale in any of the Parliamentary stocks or funds of Great Britain, or on Government or real or long leasehold securities in England or Wales, and to hold the same upon trust in the first place to pay an annuity of £100 to his son during his life or until he should assign the same, with remainders over; and he directed and authorized his trustees to "set apart and appropriate" in any of the investments in which the proceeds of sale and conversion of his estate was "thereby authorized to be invested" such a sum of money as should be sufficient at the time of such investment to pay the same annuity, and to pay the same accordingly, with power to resort to the capital of the appropriated fund whenever the income of the same should be insufficient. By a codicil, made in 1887, the testator increased the annuity to £250, which was to be subject to the same provisions and powers as were given by his will. The trustees proposed to appropriate, to answer this annuity, a sufficient sum of India 3½ per Cent. Stock, which is one of the investments in which trustees are authorized to invest trust funds under section 3 of the Trust Investment Act, 1889, unless expressly forbidden by the trust instrument. The question now raised was whether they were entitled to make this appropriation, or were limited to the investments authorized by the will. The 6th section of the Act makes it applicable to trusts created before the Act, and says that the powers of the Act are in addition to the powers conferred by the trust instrument.

KEKEWICH, J., said that clearly the Trust Investment Act, 1889, was so far applicable that the trustees had power to invest in accordance with that Act, as there was no direct prohibition either in the will or codicil, and according to the decision in *Re Dick*, *Lopes* v. *Hume Dick* (39 W. R. 225; 1891, 1 Ch. 423) a liberal interpretation should be put on the Act. That is, it is not to be strained in any way, and the court is not to be eager to find difficulties. It is suggested that the Act would be annulled by a limited construction. The question is, whether the Legislature has dealt with the particular question. If not, he could not shrink from the logical conclusion. The court was asked to read into the will the statutory power of investment, so that the direction to set apart investments would extend, not only "to any of the investments in which the proceeds of sale and conversion of any estate is hereby authorized," but also to "any of the investments on which my trustees may, under any statutory power, invest." The statute has nothing in it to that effect, nor has the testator said so. His lordship was of opinion that the trustees could not appropriate any stock as a fund to meet the annuity other than of the description specified by the testator, and that, as India 3½ per Cent. Stock were not included, the trustees had no power to appropriate it for this purpose.—COUNSEL, *Marten*, Q.C., and *J. W. Williamson, Jun.*; *Warmington*, Q.C., and *Mulligan*; *Fossett Lock*. SOLICITORS, *E. R. Taylor*; *Berkeley, Colcott & Co.*; *M. L. Braund*.

High Court—Queen's Bench Division.

CLEAVER *v.* **THE MUTUAL RESERVE FUND ASSOCIATION**—20th July.

INSURANCE, LIFE—POLICY FOR BENEFIT OF WIFE OF ASSURED—MURDER OF ASSURED BY WIFE—RIGHT OF EXECUTORS OF ASSURED TO RECOVER FROM INSURANCE COMPANY—PUBLIC POLICY—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 45 VICT. c. 75), s. 11.

This case, which came on for the argument of questions of law under ord. 34, r. 2, raised a point as to the liability of an insurance company to pay to the executors of a deceased man a sum of money for which the deceased had insured his life, when the policy was expressed to be for the benefit of his wife, and the wife had been convicted of the wilful murder of the deceased. In October, 1888, the deceased, James Maybrick, insured his life with the defendant company for £2,000. By the terms of the policy the insurance moneys were to be payable "to Florence E. Maybrick, wife, if living at the time of the death of the said member, otherwise to the legal personal representatives of the said member." On the 11th of May, 1889, James Maybrick died, and in the following August Florence E. Maybrick was convicted of having wilfully murdered him by administering poison to him. Her sentence was afterwards commuted to penal servitude for life. This action was brought by Florence Maybrick's administrator under the Act of 1870 to abolish forfeitures for treason and felony (33 & 34 Vict. c. 23), who was also her assignee of the policy, and by the executors of James Maybrick, to recover the insurance moneys; but the claim of the administrator was abandoned. The company refused to pay, on the ground that, Mrs. Maybrick having caused her husband's death, neither she nor the executors, who would be mere trustees for her, could claim the benefit of the policy: *Fauntleroy's case*, *Amicable Society* v. *Bolland* (4 Bligh N. R. 194). Section 11 of the Married Women's Property Act, 1882, provides that "a policy of assurance effected by any man on his own life, and expressed to be for the benefit of his wife, &c., shall create a trust in favour of the objects therein named, and the moneys payable under any such policy shall not, so long as any object of the trust remains unperformed, form part of the estate of the insured or be subject to his debts." The insured may appoint a trustee of the moneys, and, "in default of any such appointment of a trustee, such policy immediately on its being effected shall vest in the insured and his legal personal representatives in trust for the purposes aforesaid."

DENMAN, J.—In this case the question put to us must be answered in favour of the defendants. The personal representatives bring this action, not in their capacity of personal representatives of the deceased, and for the benefit of his estate, but because, by virtue of the Married Women's Property Act, 1882, they have become trustees of the policy moneys for the benefit of the wife. It requires no argument to shew that such trustees are in no better position than their *cestui que trust*. I need not go through the provisions of the Married Women's Property Act on the subject, except to say that these are the proper persons to sue under section 11. As regards public policy, the question is exactly the same whether she or they sue. The objection which is taken is that neither she nor they

can sue upon this policy of assurance upon the life of her husband for her benefit when she has been convicted of the murder of her husband. The only case which is really in point is that which appears in the court below as *Bolland* v. *Disney* (3 Russ. 351) and in the House of Lords as *Amicable Society* v. *Bolland* (*ubi supra*). There Fauntleroy had insured his life and had afterwards committed forgery and been executed. The action was brought by his assignees upon the policy. Sir John Leach, M.R., held that the action could be maintained. His decision went upon the narrow ground that "to avoid the obligation to pay, the act of the party insured which produced the event must be done fraudulently for the purpose of producing the event," and that could not be supposed to have been the object of Fauntleroy in committing forgery. But the House of Lords took a different view, and the ground of their decision covers the present case. The Lord Chancellor puts it thus: "Suppose that in the policy itself this risk had been insured against—that is, that the party insuring had agreed to pay a sum of money year by year upon condition that in the event of his committing a capital felony, and being tried, convicted, and executed for that felony, his assignees shall receive a certain sum of money—is it possible that such a contract could be sustained? Is it not void upon the plainest principles of public policy?" I think that that consideration applies here, and that this is an *à fortiori* case. Applying it here you would have to insert a condition in the policy that the wife or her trustees might sue on this policy even if the death of the assured had been caused by an act of murder on the part of the wife. Put that way, this case is really a stronger one than Fauntleroy's. Can these persons be allowed to sue when the death has been brought about by the person for whom they sue? I do not think that the law allows that. This action therefore fails. WILLS, J.—I am of the same opinion. The effect of a policy in this form is, by virtue of the Married Women's Property Act, 1882, to create a trust for Mrs. Maybrick. This action must, therefore, be regarded as brought by trustees for her benefit. Is it a sufficient defence to say that she murdered him without also saying that she murdered him in order to obtain these policy moneys? I think it is, and I think that the case was rightly defended on grounds of public policy. I cannot conceive a case in which considerations of public policy are more applicable than the present. It is true that some of the observations of Lord Lyndhurst in *Fauntleroy's case*, in explaining why the action was against public policy, do not apply here, because in that case there was knowledge on the part of the assured, while here we must assume that Mrs. Maybrick had no knowledge of the policy. But I do not think that the case can depend upon whether she knew or not. It would be very dangerous to let such a question be raised, it is almost impossible to say how much or how little a person knows. The broad ground of public policy is that a person who commits murder shall not be allowed to benefit by it, and to say that that broad principle can be defeated by shewing that the motive for the crime was not to obtain the money would greatly diminish its value. For these reasons I think that the defendants' contention is right.—COUNSEL, *Sir Charles Russell*, Q.C., *Pickford*, and *A. G. Steel*; *Sir Edward Clarke*, S.G., and *Hextall*. SOLICITORS, *Sharpe, Parker, Pritchard, & Sharpe*, for *Cleaver, Holden, & Co.*, Liverpool; *Robinson & Stannard*.

Solicitors' Cases.

Re **FOUR SOLICITORS**—Q. B. Div., 20th July.

The facts of this case appear from the judgments:—

DENMAN, J.—This case came before us on a report of the committee of the Council of the Incorporated Law Society on the application of one Gardiner against four solicitors, three of them being members of a firm, and the fourth being a managing clerk of that firm. The affidavit of Gardiner contained serious charges against these four gentlemen, constituting a clear *primâ facie* case of professional misconduct in more respects than one. By the 13th section of 51 & 52 Vict. c. 65 it was clearly the duty of the Incorporated Law Society to bring the case before the court upon the report of the committee. By the same section, 13, it is provided that the report is to have the same effect, and be treated by the court in the same manner, as the report of a master of the court, and that the court may make such order thereon as the court may see fit. The duty of the court as to the mode in which it ought to treat the report of a master is well laid down in a judgment of Grove, J., in the case of *Re Simmons* (15 Q. B. D., at pp. 350, 351), and I may as well read that, because it states very well our duty, I think:—"Upon the second question, perhaps, it is better to say at once that, although there is direct authority to shew that the court will generally accept the master's report, and although that rule is scarcely ever departed from—and I do not recollect ever going into the truth or falsehood of the evidence given before a master—still I know of no rule which prevents the court entering into such a matter, and, if the party charged can shew that there is something which is manifestly wrong in the master's report, the court is certainly not bound to adopt it, because, otherwise, the report of the master would virtually amount to a judgment of the court on the facts, and all that would be left to the court would be, where it was open to them to give different degrees of punishment, to give the judgment of the court, and, so to speak, pass the sentence which they think fit, assuming the master's report, as of course, to be true. I do not think that can be the law. In my opinion, if a case is presented to the court, they should enter upon it; and, if they think that the master is manifestly wrong, say so, and act upon their opinion; for the report is only to assist the court, and is like the finding of an official referee, who has to find the facts, and whose finding on the facts, as a rule, except upon very strong evidence, the court does not disturb." I may state at once that I see no reason to question any single finding of fact in the report of the committee. The inquiry before them lasted for several days, and they saw every witness whose evidence could throw light upon the case. They exhibited the utmost patience, and had the assistance of most able counsel; and, with the opportunity they had of observing the demeanour of the witnesses, are not at all likely to have come to a wrong conclusion as regards the credit to be paid to the several witnesses. In the report the committee find every specific charge made by Gardiner against the solicitors either disproved or not proved, and it is only in consequence of the addition of two charges, which were not made by Gardiner, but which were formulated by the counsel at the hearing, and the finding of the committee as to one of those charges, that it became necessary at all closely to examine the evidence in order to see whether a case had been made out calling upon the court to exercise its punitive jurisdiction against all or any of the solicitors whose conduct was impugned. The charge upon which the committee thought that a charge of professional misconduct had been established against two of the solicitors was that they were guilty of improper and unprofessional conduct in enabling the Etheridge group of companies to be brought out (see paragraphs 2 and 96 of the report). I do not propose to state the facts upon which the committee have come to this conclusion, because my brother Wills has prepared a judgment in which this is very completely done. I will only say that, having carefully perused the shorthand writer's notes of the evidence and arguments before the committee, I see no reason to disagree with their finding negativing fraud. Fraud being negatived, I am unable to assent to the conclusion arrived at by the committee, that any charge of professional misconduct such as to warrant the court in exercising its punitive jurisdiction has been made out. In order to authorize the court to exercise that jurisdiction it is not, in my opinion, sufficient that the party charged has been guilty of grave errors of judgment; nor that he has accepted a position which a highly-sensitive and scrupulous solicitor would not accept; nor that he has accepted an amount of remuneration enormously in excess of the professional services rendered, but that something has been established shewing either that his conduct in the management of the professional business intrusted to him has been fraudulent, or that he has neglected some positive duty to his client or clients, or if the conduct complained of be something *dehors* his professional behaviour, that it is of such a character as that, if he had been guilty of it before applying to be admitted, it would be properly deemed sufficient to warrant the refusal to admit him: see *Re Hill* (L. R. 3 Q. B. 543). The particular matter in respect of which the committee found that one of the respondents was in their opinion guilty of professional misconduct was that he neglected, and purposely neglected, to cause to be inserted in prospectuses of certain companies to which he was solicitor, and which bought gold mines from a company of which he was both the chairman and solicitor, the full information of the price at which all the sales and purchases of the property to the original company, and to the companies who purchased portions of the property, had been effected. I am unable to find any authority for the proposition that this was his duty as solicitor. The most that can be said upon the evidence which was before the committee seems to me only to amount to this, that he did a great many things which, if he had been thoroughly high minded, he would not have done, even though it be quite a common practice for solicitors who act in such matters to do them. My brother Wills, in his judgment, has gone fully into these matters; and I will only say that I share in his regret that it should be possible for any solicitor, being chairman and solicitor for a company selling to three other companies, to receive as a matter of course such sums as £1,000 from each for services such as those this gentleman rendered without being open to some punishment beyond the censure which the chairman of the committee passed upon such conduct, and which we feel constrained to indorse. I think, also, speaking for myself, that it was not only imprudent, but wanting in delicacy of feeling, for this gentleman, being chairman of the selling company, to act as solicitor for any other party concerned in the sale of the property to other companies or for those other companies. But I feel obliged to yield to the argument of Sir Horace Davey and Mr. Asquith, and to admit that, upon the findings of fact as we have them reported to us and as fully warranted by the evidence, no professional misconduct such as to bring the solicitor within the punitive jurisdiction of the court was made out. As regards three of the solicitors, I cannot even see that they are open to any censure at all (as to two of them, Mr. Reid handsomely admitted, both before the committee and before us, that the case wholly failed), and I think I should say, as to the third, I am also of opinion that there is no evidence at all against him, and although I feel that it is impossible to say so much in favour of the other, I think that he has shewn sufficient cause against the application to strike him off the rolls, or to inflict any punishment upon him by way of suspension or otherwise; and considering that the application itself was not that of a *bonâ fide* shareholder in any of the companies or of a person in any way injured by the solicitors attacked, but one made by a discharged clerk, with a most improper motive, namely, to stifle a prosecution for embezzlement of which he was afterwards convicted, and considering that every charge made by the applicant in the first instance was negatived by the committee, and that they were charges of a frightfully serious character, and that the solicitor against whom the matters have been most pressed has suffered already most seriously in pocket by his connection with these companies, and has passed through the ordeal of charges of gross fraud which have wholly failed, I do not consider that it is necessary to visit him or any of them with the infliction of any costs whatever, but, on the contrary, I am of opinion that the application ought to be dismissed, and that the applicant ought to pay the costs of all the respondents. WILLS, J.—I wish to preface my written judgment by saying that I agree altogether in the judgment which has been delivered by my brother Denman. My own is as follows: In June, 1886, a Mr. Nichols was possessed of an interest in five gold mines in Queensland, called the Lady Franklin, the Rope Walk, the Elektron, the

Canadian, and the St. Lawrence. Four of them—but which four the report does not enable us to say—he had acquired at what is called "a nominal price." On what terms he had obtained the fifth does not appear. A company was formed to which the respondents A., B., C., and D. were the solicitors, and of which A. was the chairman. The respondents were also solicitors for Kensington, the promoter. By agreement of the 6th of September, 1886, Nichols sold the five mines to Lavington as trustee for a company to be formed (the Etheridge Co.) for £45,000. The respondents were the solicitors for Nichols, the vendor, and for Lavington, the trustee. C. and D. have been fully acquitted by the committee of the Incorporated Law Society, and not a word can be said against their conduct in the matters under consideration. Inasmuch as the strength of the criticisms on the conduct of those concerned has been directed against A., who took by far the greatest share in the transactions, I shall for the present drop B., and for brevity and convenience speak of A. only. The prospectus of the company mentioned the contract of the 6th of September, 1886, and contained no mis-statements. A. took large interests in this and the other companies about to be mentioned. In the Etheridge Co. A. bought 1,000 shares, when shares were at a high premium, and sold 900 at a less price than he had given for them. The shares at one time rose considerably above the price at which A. had bought, and were readily saleable, and he could, if he had sold freely, have made himself perfectly safe. As it was, he retained to the end the whole of the interest he took upon allotment, and upon the whole of the transactions he and B. stood at last losers to the extent of some £17,000, A's. own loss being little short of £15,000. There seems upon the report and upon the facts to be no reason for doubting that he honestly believed that the Etheridge Co. and the other companies to be mentioned were acquiring valuable properties at prices which would make the shares a good investment. The directors of the Etheridge Co. were five in number, and were procured to act one by A., one by Kensington, the promoter, and the other by persons more or less interested. So far as it seems to me, there was nothing objectionable, unless it be wrong for the same person to be solicitor to the vendor, purchaser, promoter, trustee, and company, and to be chairman of the company. Such a course may or may not be wise, but I can see nothing in it approaching to professional misconduct. It is not stated that A. knew upon what terms Nichols had acquired the property. It cannot therefore be taken that he did. It is expressly found that each of the directors, both of the Etheridge Co. and of the subsidiary companies to which I shall presently draw attention, "knew all that was done"; and they, therefore, must be looked upon as having had the same knowledge, whatever it was, that A. had. The Etheridge Co. was incorporated on the 7th of September, 1886. On the 29th of September, 1886, the Etheridge Co. sold to one Massey, a nominee of Kensington, the Canadian mine, for £30,000. On the 30th of September Massey sold to Lavington, as trustee for a company to be formed (in the report called the Canadian Co.) the same mine for £50,000. A. was in this transaction solicitor for Massey—in other words, for Kensington, for Massey had no interest—and lent the use of his name to Kensington in order to oblige him, and without any pecuniary or other advantage in return. He was also solicitor for Lavington and the new company. Three of the directors of the Etheridge Co. and two others formed the board. Only one out of the three directors of the Etheridge Co. was described as such in the prospectus of the Canadian Co. The prospectus mentioned the two contracts of the 29th and 30th of September, described the former as between the Etheridge Co. and Massey, and of course gave the amount at which the mine was to be purchased, but did not say what Massey was to give for the mine. It did, however, say that Massey undertook all the preliminary expenses. It is not stated in the report that any of the directors were ignorant that there was a difference of £20,000 between the two prices, and I see no reason to suppose that it was so in fact. The prospectus contained no misrepresentation, nor, unless the omission to describe as such the two directors of the Etheridge Co. constituted a ground of action, was there a failure to mention any fact the non-disclosure of which would give any person who had taken shares any legal right of action against the promoter or the Etheridge Co. or the vendor or the trustee. In this company also A. took a large number of shares (nearly 7,000). He sold 4,500 at a considerable profit. He might have sold the rest equally well, but he retained to the end 2,600, and has incurred a large loss upon his investment in this company as a whole. Two other subsidiary companies were formed about the same time, and under circumstances practically the same, to purchase respectively parts of the gold fields belonging to the Etheridge Co., and the circumstances affecting the conduct of A. in respect of them are, for all practical purposes, undistinguishable from those relating to the Canadian mine, except that, in respect of one of them—the Elektron—his loss has exceeded £10,000. These various companies got into difficulties, and thereupon, for purposes of economy, the four companies were amalgamated into a new company, called the United Etheridge Co., but nothing in respect to that transaction appears to affect in any way the present question, or to do more than form a chapter in the history of the undertakings till they finally collapsed and were wound up, with large losses to the shareholders. Several charges of great gravity were founded upon the facts summarized, the most serious being that, for fraudulent purposes, A. and his partners had taken many of their shares in the names of their clerks, and that they had been guilty of frauds upon the public in the manner in which the companies were introduced to the public notice. Of all such charges the committee acquit all of the respondents. But the investigation into the matters contained in the affidavits having, perhaps necessarily, extended to numerous collateral matters, the committee of the Incorporated Law Society have gone beyond the complaints originally preferred, and they report that A. and B. were guilty of professional misconduct (and I now give their own words) in that they "did not properly protect the interests of the different parties whom they undertook to represent, or sufficiently insure that all those parties were placed on equal terms and possessed of the same knowledge of facts." The language is general, too general as it seems to me, to be safe for the purpose to which it is applied. I will seek to make it more specific, and for convenience I will again speak of A. only. A. was solicitor in the transaction about the Canadian mine for—(1) the Etheridge Co.; (2) Massey, to whom the Etheridge Co. sold; (3) Kensington, whose nominee Massey was, and who was the promoter of the Canadian Co.; (4) Lavington, the trustee for the Canadian Co.; (5) (after its formation) for the Canadian Co. Whose interests did A. not sufficiently protect? or whom did he fail to put on terms of equality with the rest, so far as knowledge of facts was concerned (which is the specific matter charged by the report)? The Etheridge Co. certainly had nothing to complain of; nor was there anything known to A. which was not known to the directors of that company. Massey, Kensington, and Lavington knew everything that was known to A. It was no part of A.'s business as a solicitor to give an opinion as to whether gold was to be found in remunerative quantities in the gold fields. If it had been, to give bad advice is not necessarily professional misconduct. A. cannot fail to have thought well of these companies, for he invested largely in all of them. Upon the Elektron alone, which was the second of the subsidiary companies, his loss was, as I have already mentioned, exceedingly heavy. If the report had found that he had joined in an attempt to defraud the public, there are certainly some circumstances which might be pointed to as evidence of such an intention. I think the fact that out of three directors of the Canadian Co. who were directors of the Etheridge Co. only one was so named in the prospectus of the Canadian Co. was calculated to mislead the persons to whom the prospectus was sent into the notion that to the extent of four-fifths of their number the new directors constituted an independent board, unconnected with the company which was selling, and to which a large part of the purchase-money would go. I think also that the fact that after the companies were formed A.'s firm received £4,000 from Kensington for services which probably would not support a bill for £400, coupled with the fact that A., although no bargain was made between him and Kensington, must, I think, from his evidence as to the frequency of such a practice in company manufacturing, have expected something like it if the companies were successfully floated, was one which a high-minded man would be sorry to have associated with his name. I think that the fact that, however well satisfied the directors of the new company, three of whom were largely interested in getting the sale (as distinguished from the purchase) carried through, might be with the transaction, the public had no means of knowing anything of these private and conflicting interests of the majority of the directors might fairly be insisted upon as evidence of an attempt to commit a fraud upon the public. But the committee who heard the evidence and saw A. and B. have acquitted them of all charges of this kind; and I feel bound to say that, after a perusal of the shorthand notes, I think they came in this respect to a just, and not merely to a merciful conclusion; and I think that it would be going too far to treat as "professional misconduct" that from which the element of dishonesty is taken away by the finding of the committee. But another passage in the report seems to indicate that the committee base their finding of professional misconduct on the fact (and here, again, I use their own words) that "the shareholders and the persons invited to be shareholders certainly did not know all that was done." A., however, was not the solicitor of any shareholder or of any person invited to become so. His duty as solicitor to the company was to give proper advice upon legal matters to the board of directors of the company, and to let them know everything material which he knew. It is found expressly that all of them did know everything material, and I cannot help thinking that the report is in this respect based upon the erroneous view that the solicitor to a company to be formed or actually incorporated has a fiduciary relation towards individual shareholders or towards individuals invited to take shares, a proposition for which no authority has been or, as far as I know, can be cited. The committee add upon this part of their report that "care was taken that shareholders and intending shareholders should not know all that was done," and refer to the absence of information in the prospectus that Massey bought for £30,000 and sold to the Canadian Co. for £50,000. But no one, as far as I can make out, was under any legal obligation to state this fact in the prospectus, and I think anyone who bestowed a thought upon the matter would know that between the terms of the sale to Massey, the fact of which was disclosed, and the terms of the sale from Massey there was almost certain to be a great difference, especially as he was to bear all preliminary expenses. A report was in October, 1887, published and circulated amongst the shareholders of the Etheridge mine, shewing that the Canadian and Elektron mines had been sold for £60,000; and in December, 1887, reports were issued to the shareholders of the Canadian and Elektron Companies, shewing that for their properties respectively £50,000 had been paid. Very many of the shareholders in the three companies were the same persons. Things had by that time begun to look badly for all concerned, and calls had been made. A general meeting of the Canadian mine was held on the 22nd of December, 1887, and no shareholder complained of having been misled. I cordially agree with the committee that solicitors who act for persons having conflicting interests are very likely to find themselves in difficulties, and that they must be content to be judged with respect to each person for whom they act by a standard quite as high as if they had acted for him alone. I think the case might have been put higher in this respect, and that a solicitor who chooses to place himself in an ambiguous position of this kind cannot complain if things which, were he independent and acting for one party only, would be treated as mistakes merely should be treated as wearing a much more serious complexion. But here, again, I am met by the fact that the committee who heard and saw the witnesses have

acquitted A. of any dishonest motives; and if the case is reduced to this, that from accepting such a position A. has been led to do things which he had better not have done, even supposing them to have gone so far as to have subjected him to legal liabilities at the suit of those who were his clients, I can hardly call it professional misconduct if he stands acquitted of all intentional dishonesty. The court is asked not to enforce a civil right of action, but to condemn or punish, which is a very different thing, and involves very different considerations. The finding of the committee puts this part of the case not upon any failure to give proper advice to any of the different persons or companies I have enumerated, but upon a failure to give to intending or actual shareholders the same full information that A. himself possessed. I think A. owed no professional duty to such persons, and that, whatever may be thought of the good or bad taste or propriety of a good deal that was done, it cannot be called professional misconduct unless it was tainted with dishonesty, a position negatived by the finding of the committee. I regret much to be unable to support them in this instance in an attempt with which one cannot but sympathize, to enforce and uphold a high standard of conduct in such matters as were before them; but thinking, as I do, that they have taken an erroneously extensive view of the professional and fiduciary relations of a solicitor to an intended company, and being satisfied that he is not the solicitor to any of the intending shareholders as such, I am unable to concur with the committee in thinking that the failure to tell in the prospectus all that he knew that was material is professional misconduct. The committee, no doubt, disliked the great growth of purchase-money from £45,000 to £150,000 without any change of circumstances, especially where, by the original vendor, very little, if anything, had been given for four-fifths of the property. They, no doubt, disliked the lump sums of £1,000 apiece paid by the promoter to A.'s firm for their services in respect of the formation of the Etheridge Co. and the three subsidiary companies—sums utterly beyond any legitimate charges and preposterous in amount. They apparently disliked the omission from the prospectuses of the three companies of the fact that the promoter was in each case making £20,000 out of the transaction. It is a piece of information which I certainly have never seen given in a prospectus of this kind, and which there is no legal obligation, at all events, to give, however much one might desire more candour in matters of this sort; but I have already pointed out that something of this nature would by most persons who cared to think about the matter at all be inferred from the description and dates of the two contracts mentioned in the prospectus. The committee certainly disliked the fact that A. had applied for a great number of shares and had held them in the names of his clerks. It is clear at any rate that this fact was known to the directors who allotted them, and that the facility thereby intended to be attained for dealing in the shares was not used so as to save A. and his partners from extremely heavy loss; and the committee, who saw and heard the witnesses, have found that this was not done with any dishonest intent. The committee felt a dislike also of the sale by the Etheridge Co. to the subsidiary company (which there was in fact, though not in form), whose board consisted largely of the same persons, and who were not really dealing at arm's length with the Etheridge Co. The Etheridge Co. if not actually and technically "promoters" of the new company, whatever that term may be strictly confined to, were doing something very like "promoting" it. "I do not say," says Lord Cairns, C., "that the owner of property may not promote and form a company and then sell his property to it; but I do say that if he does he is bound to take care that he sells it to the company through the medium of a board of directors, who can and do exercise an independent and intelligent judgment in the transaction." That is in the case of *Erlanger* v. *The New Sombrero Phosphate Co.* (3 App. Cas., at pp. 1218, 1236), and the committee felt no doubt that it was very desirable to discourage a state of things in which the solicitor is far less likely than he otherwise might be to advise against such a dealing. Their dislike of this part of the transaction must necessarily have been accentuated by the fact that A. asserted before them that, being chairman of the Etheridge Co., he owed no duty at all to the Canadian Co., a proposition extravagantly and dangerously wrong on the part of a man who was professing to act as solicitor to the Canadian Co. If their finding of "professional misconduct" had rested upon his repudiation of his duty to one of his numerous clients in this affair, I am not sure that I should not have been prepared to concur in it. But it is based upon his failure to keep those for whom he was solicitor on equal terms with regard to their knowledge of what had taken place, a charge for which there is no foundation unless he be treated as solicitor for the individuals whom the prospectus might induce to take shares, which he clearly was not. I share the dislike of the committee in respect of most, if not all, of such matters, and I am most anxious neither to say nor to do anything calculated to discourage their efforts to maintain a high standard of professional ethics. But when I am dealing with the case of a man who is acquitted by them of any dishonest motive, and who has evinced his *bona fides* by so heavy a loss as A. has incurred, notwithstanding some things which (as he admitted) are not to be defended, I cannot think that it ought to be put so high as a case of professional misconduct calling upon the court for interference in its disciplinary capacity. The case against B. is much less strong than that against A., and therefore must fail also. B. was not chairman or director of any of the companies, and took no active part in any of the matters I have discussed, and I agree with my learned brother in the acquittal which he makes with regard to B. Then C. and D., as I have already mentioned, were entirely and completely acquitted by the committee. Objection has been taken that the charge ultimately dealt with by the committee as calling for their censure was not one originally formulated, and depended upon facts not comprehended in the original affidavit, but I think the committee took the right course. They said that as facts affecting professional honour had been disclosed in the course of the investigation they ought not to ignore them, and they pointed out that there would be no difficulty in curing any technical defect under rule 1 of the 31st of January, 1889, by having a formal affidavit verifying the evidence given and proceeding *de novo*. The case against A. was much stronger than that against B., inasmuch as A. was chairman of the Etheridge Co. and took the active part in all the business in respect of which the complaint arose, and the case of the Canadian Co., which has been so fully discussed, is typical of the rest, saving one company called the Loma Co., in which the charge was formally abandoned by Mr. Reid when before the committee. The application against the respondents was made by a discharged clerk now undergoing imprisonment for embezzlement from A. and his partners. He made the accusation upon which it is founded in the hope of stifling a prosecution. It is not supported by a single person really interested in the transactions incriminated. Of all the more serious charges, which were numerous as well as grave, the respondents have been acquitted by the committee as well as by ourselves. I think, therefore, that the application ought to be dismissed, with costs against the applicant.

Sir Horace Davey: May I ask your lordship whether you mean that the costs of this hearing as well as the costs of the investigation by this committee should be paid by the applicant?

WILLS, J.: Yes.

DENMAN, J.: All the costs that the parties incriminated have been put to.

Sir Horace Davey: If your lordship pleases. Your lordships, of course, caught the fact that the applicant does not appear on this occasion?

WILLS, J.: There will be no costs then.

DENMAN, J.: No costs of this. I understand the Law Society never ask for costs.

Sir Horace Davey: I only wanted to understand.

COUNSEL, *R. T. Reid*, Q.C., and *F. W. Hollams*; *Sir H. Davey*, Q.C., *Asquith*, Q.C., and *Gore*.

Bankruptcy Cases.

Ex parte **CLAXTON**, *Re* **BISHOP**—Q. B. Div., 29th June.

BANKRUPTCY—FRAUDULENT PREFERENCE—ORDER TO REPAY MONEY—COMMITTAL FOR CONTEMPT—FIDUCIARY CAPACITY—DEBTORS ACT, 1869, s. 4.

This was an appeal from an order of the county court judge at Brentford, committing the appellant to prison for contempt by reason of his neglect to pay to the trustee in the bankruptcy two sums of £54 and £50 respectively. On the 9th of January, 1891, an order was made by the county court judge on the motion of the trustee, by which he declared that the sums of £54 and £50 had been paid by the debtor to the appellant by way of fraudulent preference, and that the appellant was a trustee in respect of those amounts for the trustee in the bankruptcy, and he ordered him to repay those amounts to the trustee, and costs. The money was not paid, and on the 10th of April, 1891, the trustee applied for a committal, and an order was made by the county court judge under section 4 of the Debtors Act, 1869, which, after stating that the appellant had been guilty of contempt by failing to hand over to the trustee the sums of £54 and £50, and to pay him the sum of £41 for costs, directed that he should stand committed to Holloway Prison for the contempt, the warrant of arrest, however, being suspended for a month. On the 12th of May, 1891, a receiving order upon a hostile petition was made against the appellant himself, but on the 18th of June, 1891, he was arrested under the order of the 10th of April, 1891, whilst about to attend a private examination in his own bankruptcy proceedings. On the 26th of June, 1891, an application was made by the appellant to the county court judge for his discharge from prison under the circumstances, which was refused, but the judge varied his former order to the extent that the appellant should be discharged on payment of the £54 and £50 without the costs. The appellant now appealed from that decision, it being contended on his behalf that a creditor who had received money from a bankrupt by way of fraudulent preference and had been ordered to repay it to the trustee of the bankrupt's estate was not a person holding money in a fiduciary capacity under section 4 of the Debtors Act, 1869; that the original order of committal was also wrong in that it included the sum of £41 for costs; and that, a receiving order having been made against the appellant, he was protected from arrest.

THE COURT (CAVE and CHARLES, JJ.) allowed the appeal. CAVE, J., said that when the court looked at the judgment of the county court judge on the motion of the 9th of January, 1891, it was manifest that, as to the sums of £54 and £50, he held that the trustee was entitled to recover those amounts as having been paid by the debtor to the appellant by way of fraudulent preference. The county court judge then went on to say that if he were right in this conclusion it would of course follow that the appellant was a trustee of those sums for the trustee in the bankruptcy. The county court judge was there wrong in point of law. It was decided in the case of *Ex parte Hooson* (L. R. 8 Ch. App. 231) that a creditor who had received money from a bankrupt by way of fraudulent preference and had been ordered to repay it to the trustee of the bankrupt's estate was not a person holding money in a fiduciary capacity under section 4 of the Debtors Act, 1869, and could not, therefore, be committed to prison under that section. That decision was founded on very good reasons. When a man committed a fraudulent preference he paid to the creditor a sum he admitted to be justly due to the creditor. If no bankruptcy took place he could not recover that money from the creditor simply on the ground that he intended to prefer him. At the time the payment was made it was a good payment, and it was only when bankruptcy followed within a certain time that it would be set aside. At the time the

creditor received it he could do what he liked with the money. He could pay it into his own account and otherwise deal with it, and it was impossible to say that he became a trustee at that moment for a person who might not even come into existence—namely, the trustee in bankruptcy. If he did not become a trustee, the proper order to make was a simple order to pay the money back, and no question of fiduciary capacity arose. It had been argued that the county court judge might have put his judgment on some other ground, but whether that were so or not he had not done so. The order of committal on the 10th of April seemed to have been drawn up with some want of care, as it included the sum of £41 for costs. There was no appeal, however, against that order, but the county court judge subsequently heard a motion which was brought before him to vary the order of committal, and from that motion the present appeal was brought. The court could, therefore, hear the appeal, and was of opinion that, although the county court judge varied his former order, he did not go far enough, and that he ought to have set it aside altogether. CHARLES, J., concurred, and said that the difficulty at first felt was as to the jurisdiction to hear the appeal. The order of the 10th of April was not appealed against, but inasmuch as that order was varied by the county court judge, and the order so made was now appealed against, the court had jurisdiction to hear it.—COUNSEL, *E. C. Willis*, Q.C.; *David*. SOLICITORS, *Fraser & Christian; Rooks & Co.*

LAW SOCIETIES.

SELDEN SOCIETY.

At the last meeting of the executive committee, Lord Coleridge, the vice-president, in the chair, supported by Lord Justice Fry, the vice-president, and other members, Mr. P. E. Dove, the hon. secretary, brought up a list of proposed translations of early interesting records, and several suggestions were made as to the next volume to be issued by the society. Ultimately, after a discussion, in which the president, vice-president, Mr. Scargill Bird, Mr. H. W. Elphinstone, and Mr. F. K. Munton took part, it was resolved to accept the proposal for the following work:—"The Leet Jurisdiction in the City of Norwich during the Thirteenth and Fourteenth Centuries," edited, from rolls in the possession of the Corporation, by the Rev. W. H. Hudson. The value of this volume will consist in the early character of its evidence on the working of the Frankpledge system, of which little has hitherto been known, and on the subject of municipal development in a chartered borough, the origin of municipal divisions, and on the social, commercial, and judicial arrangements at the close of the thirteenth century in one of the largest cities in the kingdom. On the motion of Mr. Munton, Mr. R. P. Cunliffe, ex-president of the Incorporated Law Society, was elected a member of the executive committee. On the motion of Professor F. W. Maitland, a vote of thanks was accorded to Mr. O. C. Pell, for having allowed the society to print extracts from the rolls of the Manor of Littleport.

LAW STUDENTS' JOURNAL.

INNER TEMPLE.

The Masters of the Bench have awarded pupil scholarships of 100 guineas each to the undermentioned students:—Common Law, W. J. Isbister; Equity, W. G. Clay; Real Property Law, W. J. Corbett.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 1st and 2nd of July, 1891:—

Almy, Percival Henry William
Andrew, William Stobo
Archbold, Thomas Forster
Aspden, Daniel Morris
Bardswell, Arthur Hamilton
Baxter, Francis William
Bell, Herbert Grimshaw
Bentley, Seymour Fiennes
Brierley, George Herbert
Burton, Charles
Canning, Arthur Lionel
Carlees, Wilfred Townshend
Cobb, Charlewood Francis
Colmer, Ralph Henry James
Copland, William Shrubsole
Cran, George Rose
Crawford, William Leslie
Cresswell, William Warneford
Davies, Oswyn St Leger
Day, William Rogers
Devonshire, George Thomas
Durham, Andrew Charles Lancelot
Elwen, Frederic William
Evans, Reginald
Fitz-Payne, Richard
Fletcher, William Frederick Ashby
Forster, Charles Ernest
Garrold, Richard
Glover, Alfred Ernest
Goodwin, Francis John
Gosden, Alfred William
Gough, William Meyrick
Grant, James Hamilton
Greaves, Cyril Darnton
Greenwood, Harold
Grimshaw, George
Hanbury, Arthur Walter Lempriere
Harding, Charles Copeley
Haskell, Edwin
Haynes, Samuel Bruce
Hoare, Jesse
Hoggett, Henry
Hughes, Herbert Athelstan
Hyde, Francis Garmston
Johnson, Frederick
Johnson, Samuel Percy
Jones, Frederick
Jones, Henry
Kinney, Alexander Peyton
Kitson, Henry Lane
Lesser, Albert
Lewis, David Edwin
Lewis, Evan David
Mammatt, Edward Arthur
Menuell, George Henry
Mulholland, Harry Ogilvie
Musk, Charles Stonehouse
Mytton, Hugh
Nicholas, Walter Powell
Nix, Henry John
Parker, Edwin Charles Lewis
Parker, George Dearden
Pemberton, Arthur Leigh
Richmond, John Adrian Chamier
Robinson, Clement Crawley
Rutter, Richard
Rumbold, Charles Edmund Arden Law
Seppings, John William Hamilton
Sharpe, Wallace William Jessopp
Smallman, George Augustus John
Stockburn, John Lawrence
Stott, George Francis
Sturton, Arthur Jacob
Taynton, Hubert Myon
Waite, Arthur
Warren, Herbert George
Watson, Richard Arnold
Whitehorn, Herbert Alfred Augustus
Wilkin, Henry Eugene
Wilkinson, Claud
Woods, Ernest Edward

LEGAL NEWS.

APPOINTMENTS.

Mr. EDWARD ALFRED CHANDLER, solicitor, of 4, Park Prospect, Little Queen-street, Westminster, S.W., has been appointed a Commissioner for Oaths. Mr. Chandler was admitted a solicitor in January, 1876.

Mr. DAVID MAINLAND DODD, solicitor, of Newcastle-on-Tyne, has been appointed a Commissioner for Oaths. Mr. Dodd was admitted a solicitor in February, 1882.

Mr. MONTAGUE HERBERT GROVER, solicitor (of the firm of Grover & Grover), of Cardiff, has been appointed a Commissioner for Oaths. Mr. Grover was admitted a solicitor in June, 1882.

Mr. WILLIAM LOUIS SHIPTON, solicitor (of the firm of Ainsworth & Shipton), of Buxton, has been appointed a Commissioner for Oaths. Mr. Shipton was admitted a solicitor in April, 1885.

Mr. GEORGE SAMUEL TINKLER, solicitor, of Wandsworth, S.W., has been appointed a Commissioner for Oaths. Mr. Tinkler was admitted a solicitor in Michaelmas Term, 1860.

Mr. WM. ROBERT DAVID WARD, solicitor, of Lynn, has been appointed a Commissioner for Oaths. Mr. Ward was admitted a solicitor in November, 1884. He is vestry clerk of Terrington, and is solicitor to the Marshlands Tramroads Co.

THE NEW BIRMINGHAM LAW COURTS.

THESE courts, which have been erected at an aggregate cost of £90,000, were opened on Tuesday by the Prince and Princess of Wales. In the course of the proceedings Alderman Sir Thomas Martineau presented an address from the Birmingham Incorporated Law Society, the Prince of Wales shaking hands with Sir Thomas on receiving it, and handing back to him a written reply. The address was as follows:—

"To their Royal Highnesses the Prince and Princess of Wales. May it please your Royal Highnesses,—We, the Birmingham Law Society, desire, on behalf of the solicitors of this city and neighbourhood, most respectfully to offer to your Royal Highnesses our hearty congratulations on the occasion of the opening, this day, of the courts in which we are now assembled, the foundation-stone of which was laid by her Most Gracious Majesty on the 23rd March, 1887, and which, by her Majesty's premission, are to bear her name, and to be known as the 'Victoria Law Courts.' The Birmingham Law Society was founded in the year 1818, and was incorporated in the year 1870, for upholding the character and status of solicitors, for the consideration of general questions affecting the administration of the law, for aiding in the amendment of the law, and for other kindred objects. Being thus deeply interested in the due and efficient conduct of judicial business, we cannot but view with the keenest satisfaction the erection in our midst of a building providing in the most ample manner for the administration of justice in its various branches. To all, but more especially to the members of the legal profession, who had daily and personal means of observing the facts, it was a striking anomaly that until the year 1884 no assizes were held in Birmingham, thus not only necessitating the trial at Warwick of prisoners committed for the more serious offences, but moreover entailing upon suitors in important and costly civil causes the additional expense and trouble of an enforced hearing in towns lying at a considerable distance from Birmingham, to the constant and grave inconvenience of large numbers of the population. We therefore hailed with great satisfaction the Order in Council made in the year 1884, whereby her Majesty was pleased to approve the creation of Birmingham as an assize town, and we can bear testimony to the great and increasing benefit that has accrued to no inconsiderable number of her Majesty's subjects from this gracious act of her Majesty. Situated as this city is in the midst of a large and populous district, it is rapidly becoming an important judicial centre, and from the date of the first assize to the present time the Birmingham cause list has steadily grown in size and importance. We recognize the wisdom of the city council in providing that the whole judicial business of assizes, quarter sessions, petty sessions, and the coroner's inquests can be carried on under the same roof, and we believe that this will greatly facilitate the administration of justice, and promote the convenience of all concerned. In conclusion, while recording the unalloyed pleasure which we feel on the erection of a building which, we venture to think, will prove worthy of the additional privilege which

has been conferred upon the city, we rejoice to think that the work thus so happily carried out will be associated in its inception and completion with the names of her Most Gracious Majesty and of your Royal Highnesses.—Given under our common seal, this 21st day of July, 1891.

"Thos. Martineau, President.
"Arthur Godlee, Vice-President.
"Thos. S. Russell, Hon. Secretary."

The Prince of Wales's reply was in the following terms: "Gentlemen,—The Princess of Wales joins with me in thanking you for the address of welcome which you have been so good as to present to us on the occasion of our visit to your city in the name of the solicitors of Birmingham and its neighbourhood. We congratulate you on the erection of a building which so amply provides for the efficient administration of justice in its various branches, and satisfies a want which was left previously unprovided for, to the great inconvenience of suitors and members of the profession. It is evident that Birmingham must naturally increase in importance as a judicial centre, and we recognize, therefore, the wisdom of the city council in determining that judicial business of every description shall be carried on under one roof to the great advantage and the efficient conduct of business. We value very highly the kind words in which you alluded to the association of the Queen and ourselves with the inception and completion of this noble work, and we sincerely appreciate the desire which the mayor and corporation have expressed that we should perform the ceremony of opening these magnificent courts."

From a description of the internal arrangements of the new courts in the *Birmingham Daily Post* we glean the following particulars: By the principal entrance one approaches a public hall of fine proportions 80ft. long by 40ft. wide, and fully 60ft. in height, with a magnificent roof of open timber work, and high and ornate windows of stained glass. The magistrates' court and the coroner's room, being oftenest used, are immediately accessible to the public from this hall, while the two courts of assize, the approach to which can be cut off when the judges are not sitting, lie beyond them. The courts first named are four in number—three for the magistrates, measuring 40ft. by 30ft. each; and one for the coroner, measuring 30ft. by 24ft. The judges' courts measure 40ft. by 56ft. A long and wide corridor opens out of the hall opposite the entrance, and by this corridor parties interested in *Nisi Prius* causes, jurymen, witnesses attending the Crown court, and others will have their approach. It is cut across midway by a transverse corridor, and at the point of intersection there is a handsome square waiting-hall. The public will be admitted on the ground floor to the magistrates' and coroner's courts, on the first floor only to the courts of assize. These latter have galleries for spectators, approachable by a special corridor. A fine suite of rooms surrounds the two assize courts. Behind them are the barristers' apartments—a large robing room in the basement, a library on the ground floor, and numerous consultation rooms both on the ground floor and the first floor. There is a judges' retiring room attached to each court. Down the outer side of each court runs a solicitors' corridor, with rooms for plaintiffs' and defendants' witnesses to be heard in the *Nisi Prius* court, and for the witnesses for prosecution and defence to be examined in the Crown court. The high sheriff's room is close by the advocates' entrance, and the rooms of the clerk of indictments and the clerk of the Crown are conveniently near to the respective courts in which their duties are discharged. The grand jury room is a spacious apartment, from which the Crown court is readily accessible. In connection with the justices' courts, also, there is a large suite of accessory rooms. There is a retiring room connected with each, and a general meeting room for the magistrates besides; while the less important apartments include rooms for the magistrates' clerk and his clerks, the summoning officer, &c. A handsome refreshment room is provided at the south end of the great hall, and there is an adequate provision of lavatories for each department, placed in every case against an outer wall, and very carefully drained and ventilated. The basement includes provision for heating, for the production of the electric light, for ventilation, and for gas; a number of cells for prisoners in waiting, and in connection with them a room for the gaol warders. There is a second floor in the right and left wings of the facade, the right wing containing rooms for the restaurant keeper, the left wing rooms for the curator. A good deal of thought has been devoted to making the ventilation and the lighting satisfactory. Fresh air for ventilation will be drawn down a shaft in one of the towers, screened and "washed" in its passage to the basement, issued into the courts through a network of air-ducts, and drawn out again as it is vitiated. In cold weather, before being used it will be warmed by running through coils in a heated chamber. For the most part the courts and corridors are lighted from above.

On the 21st inst. the Royal Assent was given to the following, among other Bills:—Allotments Rating Exemption, Bills of Sale Act (1890) Amendments, Fisheries, Stamp Duties, Stamp Duties Management, Consular Salaries and Fees.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, July 27	Mr. Carrington	Mr. Pugh	Mr. Ward
Tuesday 28	Lavie	Beal	Pemberton
Wednesday 29	Carrington	Pugh	Ward
Thursday 30	Lavie	Beal	Pemberton
Friday 31	Carrington	Pugh	Ward
Saturday, Aug. 1	Lavie	Beal	Pemberton

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, July 27	Mr. Jackson	Mr. Godfrey	Mr. Rolt
Tuesday 28	Clowes	Leach	Farmer
Wednesday 29	Jackson	Godfrey	Rolt
Thursday 30	Clowes	Leach	Farmer
Friday 31	Jackson	Godfrey	Rolt
Saturday, Aug. 1	Clowes	Leach	Farmer

WINDING UP NOTICES.

London Gazette.—Friday, July 17.

JOINT STOCK COMPANIES.

Limited in Chancery.

Hill's Waterfall Estate and Gold Mining Co, Limited—Petn for winding up, presented July 16, directed to be heard on July 25. Walker & Rowe, Buckersbury, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

International Mining Syndicate, Limited—Petn for winding up, presented July 16, directed to be heard on July 25. Blagden, Leadenhall st, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

Red Moss Works Co, Limited—Petn for winding up, presented June 26, directed to be heard before Kekewich, J., on July 25. Umpleby, Bloomsbury sq, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

South African Gas Co, Limited—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Samuel Wood, 30, Gracechurch st

County Palatine of Lancaster.

Limited in Chancery.

Salt Regal, Limited—Petn for winding up, presented July 16, directed to be heard at St George's Hall, Liverpool, on Monday, July 27, at 10.30. Wilson & Cowie, Cook st, Liverpool, solors, petners in person. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 25

FRIENDLY SOCIETY DISSOLVED.

Sowe Common Friendly Society, Jolly Colliers Inn, Sowe, Warwick. July 14

Suspended for Three Months.

Grand Lodge, Loyal Independent United Order of Mechanics, Blackburn Unity Friendly Society, Merchant Hotel, Darwen st, Blackburn, Lancaster. July 14

Mechanics Plan Lodge, Loyal Independent United Order of Mechanics, Blackburn Unity Friendly Society, Royal Hotel, 36, King st, Blackburn, Lancaster. July 14

New Spring Lodge, Loyal Independent United Order of Mechanics, Blackburn Unity Friendly Society, Primrose Inn, Blackburn, Lancaster. July 14

Prince Albert Lodge, Loyal Independent United Order of Mechanics Friendly Society, Prince of Wales Inn, Park rd, Blackburn, Lancaster. July 14

St Martin's Lodge, Loyal Independent United Order of Mechanics, Blackburn Unity Friendly Society, Hopwood's Arms, Bottom Gate, Blackburn, Lancaster. July 14.

True Brothers Lodge, Loyal Independent United Order of Mechanics, Blackburn Unity Friendly Society, George Inn, Blackburn, Lancaster. July 14

London Gazette.—Tuesday, July 21.

JOINT STOCK COMPANIES.

Limited in Chancery.

Automatic Photograph Co, Limited—Petition for winding up, presented July 18, directed to be heard before Chitty, J, on Aug 1. Musgrave, Gresham st, solor for petnr. Notice of appearing must reach the abovenamed not later than 6 o'clock in he afternoon of July 31

Automatic Photograph (Foreign and Colonial) Co, Limited—Petition for winding up, presented July 18, directed to be heard before Chitty, J, on Aug 1. Musgrave, Gresham st, solor for petner

Commercial Colonization Co of Manitoba, Limited—Creditors are required, on or before Aug 22, to send their names and addresses, and the particulars of their debts or claims, to Nathaniel Spens, 12, Nicholas lane. Thursday, Aug 27, at 2, is appointed for hearing and adjudicating upon the debts and claims

English Bank of the River Plate, Limited—Petn for winding up, presented July 17, directed to be heard on Saturday, Aug 1 Freshfields & Williams, Bank bldgs, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 31

Etheridge United Gold Mining Co, Limited—Creditors are required, on or before Aug 30, to send their names and addresses, and particulars of their debts or claims, to Arthur Goddard, St George's house, Eastcheap Saunders & Co, Coleman st, solors for the liquidator

Flintshire Wagon and Engineering Co, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to William Adams Peake, Bank house, Hanford, nr Stoke upon Trent

Globe Mining Syndicate, Limited.—Creditors are required, on or before November 2, to send their names and addresses, and the particulars of their debts or claims, to Henry Bishop, 41, Coleman st. Tuesday, Nov 10 at 12, is appointed for hearing and adjudicating upon the debts and claims

Greenbank Alkali Works Co, Limited.—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars of their debts and claims, to George Banner, 4, Cook st, Liverpool. Forshaw & Hawkins, Liverpool, solors for the liquidator

Mason Bros, Limited—Petn for winding up, presented July 6, directed to be heard before Stirling, J, on Saturday, Aug 1 Monro & Co, Queen Victoria st, solors for ptnrs

Oro Grande Co, Limited—Creditors are required, on or before Monday, Nov 2, to send their names and addresses, and the particulars of their debts and claims, to Henry Bishop, 41, Coleman st Tuesday, Nov 10 at 12, is appointed for hearing and adjudicating upon the debts and claims

Steel and Iron Co, Limited—Petn for winding up, presented July 17, directed to be heard before Stirling, J., on Aug 1. Robbins & Co, Surrey House, Victoria Embankment, agents for Rollason, Birmingham, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 31

URANIUM MINES, LIMITED—Petn for winding up, presented July 20, directed to be heard before Stirling, J., on Saturday, Aug 1. Brook, Clement's lane, Lombard st, solor for petner

UNLIMITED IN CHANCERY.

BOROUGH COMMERCIAL AND BUILDING SOCIETY—Creditors are required, on or before Aug 29, to send their names and addresses, and the particulars of their debts or claims, to John Freeman Dyson, 24, Queen st, Huddersfield. Fisher, Huddersfield, solor for liquidator

PEOPLE'S NATIONAL PROVINCIAL MUTUAL BUILDING SOCIETY—Members and creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Henry Robartes, 4, Bury ct, St Mary Axe. Romain, Bishopsgate st Without, solor for liquidator

FRIENDLY SOCIETY.

SUSPENDED FOR THREE MONTHS.

FRIENDLY SOCIETY, Club Room, Winterborne Earls, Salisbury, Wilts. July 15

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 21.

BAMPFIELD, ROBERT LEWIS, Brandis Corner, Devon. Aug 8. Bridger v Bampfield, Stirling, J. Quick & Sons, Tiverton

REDFERN, WILLIAM HENRY, Whitehaven, Cumberland, Innkeeper. Sept 1. Tyson v Redfern, Chitty, J. Paitson, Whitehaven

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 14.

AITKEN, ELIZABETH, Jefferson st, Newcastle on Tyne. Aug 17. Ward, Newcastle on Tyne

ANDERSON, WILLIAM, Haywards Heath, Sussex, Contractor. Aug 15. Tarry, Serjeant's inn, Fleet st

ARCHER, WILLIAM HENRY, Courtfield grds, South Kensington, retired Major in 16th Lancers. Sept 1. Hores & Pattisson, Lincoln's inn fields

BARNARD, ANN, Cambridge. Aug 17. Day, St Ives, Hunts

BERRY, WILLIAM, Halifax, Coal Merchant. Aug 10. England, Halifax

BREWER, MARY, Southshore, Blackpool. July 30. Dean & Son, Southshore and Preston

BRIDLE, WILLIAM, Boscombe, Hants. Aug 27. Williams, Boscombe

CARNLEY, SARAH MARGARET, Blenheim terr, Leeds. Aug 22. Tennant & Co, Leeds

COOPER, SARAH, Chertsey, Surrey. Sept 1. Crowdy, Chertsey

COOPER, THOMAS, Staveley, Derby, Draper. Aug 31. Shipton & Co, Chesterfield

CRABTREE, JOHN, Halifax, Cab Proprietor. Sept 1. Jubb & Co, Halifax

DAVIES, ELIAS, Tynybuarth, Dwygyfylchi, Carnarvon, Gent. Aug 6. Jones & Porter, Conway

DEALTRY, CHARLES THOMPSON, Cheltenham, Esq. Sept 1. Hores & Pattisson, Lincoln's inn fields

EDMONDSON, MARY ANNE, Windermere. Oct 15. W Banks & Co, Preston

ELLIOTT, RYKIE SOPHIA, Leamington rd vls, Westbourne pk. Aug 10. Honey & Mellersh, Foster lane, Cheapside

ELLIS, WILLIAM, Drewsteignton, Devon, Innkeeper. Aug 6. Harvey, Moretonhampstead; Searle, Crediton

GREEN, Sir EDWARD, K.C.B., Cowley, General in Bombay Staff Corps. Aug 31. Woollacott, Maitland place, Clapton

GRIFFITHS, GEORGE, Llanfair Dyffryn Clwyd, Denbigh, Gent. Aug 1. Lloyd & Roberts, Ruthin

HANNAM, GEORGE EMILIUS, St Peter the Apostle, Isle of Thanet, Kent, Esq. Sept 15. O. & A. Daniel, Ramsgate

HEY, HENRY, Greetland, nr Halifax, Wool Dealer. Aug 10. England, Halifax

HOGG, JAMES, Preston, Esq. Oct 15. W. Banks & Co, Preston

HUGHES, JOHN WILLIAM, Birmingham, Commercial Traveller. Aug 1. Hogan & Hughes, Martin's lane

HULSE, JOSEPH, Longton, Staffs. Aug 15. Hawley & Jackson, Longton

IRVING, JOHN, Eaton pl, Gent. Aug 24. Gordon & Son, New Broad st

KEMP, RICHARD, Everton, Liverpool, retired Boot Maker. Aug 22. Husband, Widnes

LUCAS, THOMAS, Chertsey, Surrey. Sept 1. Crowdy, Chertsey

MACKAY, MARIAN, York. Aug 15. Procter, York

MOORE, GEORGE BRADLEY, Shakespeare rd, Brixton, Licensed Victualler. Aug 31. Dutton, Churton st, Pimlico

MURCH, THOMAS, Barnstaple, Ironmonger. Aug 14. Bencraft & Son, Barnstaple

NEWTON, JOHN WILLIAM, Grimston House, nr York, Esq. Aug 29. Cowling & Swift, York

NICHOLSON, SARAH, Moss Side, Manchester. Sept 12. Diggles & Ogden, Manchester

O'BRIEN, PATTY CHARLOTTE, Ventnor, I W. Aug 14. Derry, Ventnor, I W

PEGG, SAMUEL, Leicester, Ironfounder. Aug 18. Owston & Co, Leicester

SANDS, HENRY, Whitehaven, Ironmonger. Aug 6. McKelvie & Whiteside, Whitehaven

SHAW, ESTHER, Birkdale, Lancs. Aug 10. Caunce, Wigan

SQUAREY, NEWELL VICARY, Woodstock rd, Chiswick, Gent. Aug 31. Squarey, Liverpool

THOMAS, THOMAS, Pembroke, Blacksmith. Aug 24. Bryant, Pembroke

TONGE, RALPH, Leigh, Lancs, Retired Brewer. Aug 12. Marsh & Co, Leigh

WASS, JOSEPH, Old Byland, Yorks. Aug 1. H W & R Pearson, Helmsley

WETHERAL, Rev AUGUSTUS WHITE, Stonegrave, Yorks. Aug 1. H W & R Pearson, Helmsley

London Gazette.—FRIDAY, July 17.

BESWICK, BENJAMIN JOHN, Carlton st, Kentish Trown, Iron Bedstead Maker. Aug 26. Haynes & Claremont, Pall Mall

BROOKMAN, FRANCES, Snells park, Edmonton. Aug 14. Scott, Austinfriars

BROWN, DAVID, Isleham, Cambs, Farmer. Aug 12. Houchen & Houchen, Thetford and Mildenhall

BROWN, SARAH, Kirkham, Lancs. Aug 1. Heywood & Co, Manchester

BULL, JAMES VIVIAN, Luccombe, Somerset, Clerk in Holy Orders. Aug 11. Ponsford & Co, Taunton

BURDETT, WILLIAM, Commercial rd, Stepney, Silk Mercer. Aug 31. Grundy & Co, Queen Victoria st

CAYZER, CHARLOTTE, Exeter. July 24. Petherick & Sons, Exeter

CHAPMAN, DAVID BARCLAY, Rochampton, Surrey, Esq. Aug 20. Norton & Co, Victoria st, Westminster

CLOWES, JAMES LAVELL, Maitland park villas, Haverstock hill, Esq. Sept 7. Wright & Pilley, Bedford row, and Ealing

DUNN, ANN, Spitewinter, Ashover, Derby. Sept 5. Stanton & Walker, Chesterfield

DURBIN, SARAH COOPER, Harston, Cambs. Aug 14. Fisher, Wigmore st

EDWARDS, FRANCES RENTON, Lower Kennington lane. Sept 30. Ward, Great James st, Bedford row

EDWARDS, WILLIAM, Leatherhead, Surrey, Butcher. Aug 1. Hart & Co, Dorking and Leatherhead

FANE, EDWARD GEORGE ROBERT, Fulbeck Hall Lincs. Aug 20. Gosling & Co, Suffolk pl,

FAZEN, DANIEL, the Grove, Hammersmith, Gent. Sept 1. Fallows & Rider, Lancaster pl, Strand

FOX, EVELYN LAURA WILSON, Hastings. Aug 1. Walker, Ware, Herts

FRENCH, CATHERINE, Hartlepool. Aug 15. Ferrier, Hartlepool

GREEN, CHRISTOPHER, Gt Lever, nr Bolton, Pattern Maker. Aug 10. Balshaw & Hodgkinson, Bolton

HASTE, GEORGE, Leeds, Foreman Engineer. Sept 18. Simpsons & Denham, Leeds

HICHENS, FITZROY WILLIAM RICHARD, Birch, Essex, Esq. Aug 31. Mewburn-Walker & Laurence, Furnival's inn

HUDDLESTON, MARY ESTHER, Bishopsteignton, Devon. Aug 15. Druces & Attlee, Billiter sqr

IRVING, GRACE, Upper Addison gdns. Aug 25. Nicholl & Co, Howard st, Strand

JACQUES, ROBERT, Langwith, Yorks, Farmer. Sept 1. Robson, Pocklington

JOHNSON, JOHN, Northampton, Gent. Aug 31. Britten & Browne, Northampton

JONES, BENJAMIN LLOYD, Nantmel, Radnor, Farmer. July 22. Morgan, Llanidloes and Rhayader

HOCKENS, ADELAIDE, Silver st, Edmonton. July 30. Jennings & Son, Leadenhall st

JUDSON, JOHN MARK, Pocklington, Yorks, Draper Sept 1 Robson, Pocklington

KERSHAW, ANNE, Patricroft, nr Manchester, Tinplate Worker Aug 21 Griffiths & Bowden, Manchester

LAMBERT, EDWARD JOHN, Powell rd, Clapton, Gent Aug 17 Paris & Smith, Southampton

MALIN, ARTHUR, Leicester, Gent Sept 29 Berridge, Leicester

MOSTYN, DUDLEY ARTHUR, Sutherland avenue, Maida vale Sept 19 Webster & Webster, Lincoln's inn fields

PAULY, DENNESS SARAH, Worthing, Sussex Aug 21 Holmes, Worthing

PEIRSON, ROBERT, Barnsbury pk, Islington, Esq. Aug 25 Ralt, Ludgate hill

PERKS, SAMUEL, Hitchin, Herts, Chemist Aug 15 Hawkins & Co, Hitchin

PICKERING, JAMES, Galgate, Lancs, Innkeeper Sept 1 Johnson & Tilly, Lancaster

PICKERING, SOPHIA, Galgate, Lancs. Sept 1. Johnson & Tilly, Lancaster

PICKUP, JOHN, Hapton, Lancs, Farmer. Aug 15. Procter & Baldwin, Burnley

POWELL, JOHN, Elder avenue, Weston park, Crouch end, Gent. Sept 1. Fallows & Rider Lancaster pl, Strand

RANDALL, HARRIETT, Windsor. Aug 15. Phillips & Ford, Windsor

SANDERS, ANN, Allcroft rd, Kentish town. Aug 4. Harold & Co, Furnival's inn, Holborn

SEATON, FREDERICK, Wyke, nr Bradford, Furnaceman Aug 8. Farrar, Bradford and Wyke

SMALLWOOD, DINAH, Birmingham, Beerhouse Keeper. Aug 22. Clarke & Co, Birmingham

SMITH, ANTONIA SOPHIA, Clifton place, Brighton. Aug 31. Lumb & Yates, Brighton

SMITH, HENRY, Longwood, Cleeve Hill, Glos, Gent. Aug 8. Brydges & Mellersh, Cheltenham; Wood, Winchcombe

SMITH, JOHN, Darlington, Durham, Gent. Aug 31. Jennings & Bowser, Bishop Auckland

SMITH, WILLIAM, Oxford st, Boot Maker. Aug 31. Lumley & Lumley, Conduit st, and Old Jewry chmbrs

SUGDEN, JOHN, Halifax, retired Innkeeper. Sept 1. R. M. & J. M. Kerr, Halifax

TOLLER, ELLEN, Foley House, Hampstead. July 31. Upton & Co, Austinfriars

TULL, THOMAS, Norbiton, Surrey, Grocer. Aug 8. Durant, Windsor

WALLACE, JANET, Bath. Aug 31. R E Aitken, 68, St Vincent st, Glasgow

WEDDALL, THOMAS MOTLEY, Selby, Yorks, Solicitor. Sept 7. Weddall & Co, Selby

WOOLLEY, ROBERT, Shepherd's Bush green, General in Indian Army. Aug 21. Turner, King st, Cheapside

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 17.

RECEIVING ORDERS.

ANDERSON, H J, Corbyn st, Upper Holloway, Member of firm of Anderson & Sons High Court Pet June 24 Ord July 14

ASH, ALLEN, Sproxton, Leics, Butcher Leicester Pet July 15 Ord July 15

BALME, JOSEPH, and JOHN DOBSON, Halifax, Tool Makers Halifax Pet July 14 Ord July 14

BATEMAN, WILLIAM HENRY, Regent st, Tailor High Court Pet June 5 Ord July 14

BISHOP, WILLIAM, Fendall st, Bermondsey, Licensed Victualler High Court Pet July 15 Ord July 15

BOTT, ELIZABETH, Leicester, Cowkeeper Leicester Pet July 9 Ord July 9

BRACKENBURY, ALBERT BLACKWELL, Leamington, Draper Warwick Pet July 15 Ord July 15

DAVIES, JOHN MORGAN, Cwmbach, Aberdare, Glam, Grocer Aberdare Pet July 13 Ord July 13

EADY, THOMAS, Birmingham, Licensed Victualler Birmingham Pet July 14 Ord July 14

EDGAR, CHARLES SMITH, Bishop Auckland, Durham, Solicitor Durham Pet July 13 Ord July 13

FENTON, LEONARD, Smethwick, Staffs, Grocer West Bromwich Pet July 11 Ord July 11

JAMES, GEORGE, Wath upon Dearne, Yorks, Grocer Sheffield Pet July 14 Ord July 14

JENNINGS, EDWIN, and ARCHER WELLER SMITH, Sheffield, Clothiers Sheffield Pet July 14 Ord July 14

KENYON, CHARLES, Clown, Derbyshire, Coal Miner Sheffield Pet July 13 Ord July 13

MAYO, FREDERICK JOSEPH, The Broadway, St Margaret's, Twickenham, Boot Maker Brentford Pet July 10 Ord July 10

MERRIMAN, WILLIAM, Wells, Somerset, Tailor Wells Pet July 15 Ord July 15

MUNNS, JOHN, Canterbury, Licensed Victualler Canterbury Pet July 13 Ord July 13

NEWBY, MATTHEW, Bishopton, Durham, Farm Labourer Stockton on Tees and Middlesborough Pet July 14 Ord July 14

PRESTON, HENRY MITCHELL, Ramsgate, Dentist Canterbury Pet July 15 Ord July 15

RANYELL, ALEXANDER ROBERT, Farleigh rd, Stoke Newington, Clerk to firm of Tailors High Court Pet July 13 Ord July 13

ROBERTS, LEMUEL, Llancarvan, Glam, Licensed Victualler Cardiff Pet July 11 Ord July 11

ROBERTS, WILLIAM, Skipton, Yorks, Mail Driver Bradford Pet July 14 Ord July 14

ROGERS, GODFREY HUGH WHEELER COXWELL, Dowdeswell Court, nr Cheltenham, Gent Cheltenham Pet May 11 Ord July 14

ROWSELL, A G, Blackheath, Kent, late Stockbroker Greenwich Pet June 18 Ord July 14

SEMMENCE, HENRY, Wymondham, Norfolk, Tailor Norwich Pet July 13 Ord July 13

SHILCOCK, ROBERT, South Witham, nr Grantham, Miller Nottingham Pet July 13 Ord July 13

STEVENS, JOHN VIVIAN, Carharrack, Gwennap, Cornwall, Mine Share Dealer Truro Pet July 3 Ord July 15

STONE, WILLIAM DALTON, Gloucester, Corn Commission Agent Gloucester Pet July 14 Ord July 14

WALTER, WILLIAM WOODROFFE, Edlington, nr Horncastle, Lincs, Farmer Lincoln Pet July 15 Ord July 15

WILKES, JOHN, Darlaston, Staffs, Carpenter Walsall Pet July 13 Ord July 13

WALTER, JOHN, Lincoln, Auctioneer Lincoln Pet July 13 Ord July 13

WHITTAKER, WILLIAM, Blackpool, Pork Butcher Preston Pet June 5 Ord July 15

WOMERSLEY, HANNAH, Hightown in Liversedge, Yorks, Currier Dewsbury Pet July 14 Ord July 14

The following amended notice is substituted for that published in the London Gazette, July 3.

HAMILTON, ALEXANDER CHETWODE, Oxford, Gent Oxford Pet May 21 Ord July 1

The following amended notice is substituted for that published in the London Gazette, July 10.

HOPKINS, JANE SARAH, Ashton, nr Bishops Waltham, Threshing Machine Proprietress Southampton Pet July 7 Ord July 7

FIRST MEETINGS.

BACON, GEORGE THOMAS, Luton, Grocer July 30 at 11 Court house, Luton

BALME, JOSEPH, and JOHN DOBSON, Halifax, Tool Makers July 25 at 10.30 Off Rec, Halifax

BOTT, ELIZABETH, Leicester, Cowkeeper July 24 at 12 Off Rec. 34, Friar lane, Leicester

BRYDON, JOHN, Kingsland rd, Furrier July 31 at 11 33, Carey st, Lincoln's inn

BULL, CHARLES, The Hummums Hotel, Covent Garden, Gent July 28 at 11 33, Carey st, Lincoln's inn

BULL, JAMES ADOLPHUS, Throgmorton st, Stockbroker's Clerk July 31 at 1 33, Carey st, Lincoln's inn

CLARE, EDWIN, Guilford st, Architect July 28 at 2.30 33, Carey st, Lincoln's inn

DEADMAN, WALTER, Hastings, Grocer July 27 at 12.45 Young & Son, Bank bldgs, Hastings

GANDER, PETER NEWMAN, Bexhill on Sea, Sussex, Carrier July 27 at 12.15 Young & Son, Bank bldgs, Hastings

GARRETT, JOHN, Gt St Helens, Wine Merchant July 29 at 1 33, Carey st, Lincoln's inn

GILES, HENRY, and JOSEPH HENRY GILES, East Barnet, Herts, Grocers July 24 at 12 Off Rec, 95, Temple chmbrs, Temple avenue

HAWKESFORD, JOHN, Birmingham, Builder July 28 at 11 25, Colmore row, Birmingham

HILL, EDWARD MAY, Raymond bldgs, Gray's inn, Solicitor July 29 at 11 33, Carey st, Lincoln's inn

HUGHES, JOHN, Higher Tranmere, Birkenhead, late Builder Aug 5 at 2.30 Off Rec, 35, Victoria st, Liverpool

INGANNI, FRANCESCO, Newcastle on Tyne, Picture Frame Dealer July 27 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

KROGH, FREDERICK, Church rd, Islington, Pianoforte Dealer July 30 at 12 33, Carey st, Lincoln's inn

MENDELSON, MOSES DAVID, Newcastle on Tyne, Clothier July 25 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

NIMAN, ARCHER, Leeds, Draper July 27 at 11 Off Rec, 22, Park row, Leeds

PARHAM, CHARLES BLANDFORD, Torquay, Wine Merchant July 28 at 12 Castle, Exeter

REAVY, DANIEL, Hulme, Manchester, Boot Dealer July 28 at 3 Ogden's chmbrs, Bridge st, Manchester

ROBERTS, HENRY THOMAS, Aston, Warwickshire, Builder July 30 at 11 25, Colmore row, Birmingham

ROBERTS, WILLIAM, Skipton, Yorks, Mail Driver July 28 at 11 Off Rec, 31, Manor row, Bradford

SMITH, ALFRED, Darlington, Durham, Boot Dealer July 24 at 11 Off Rec, 8, Albert row, Middlesborough

SPRINGTHORPE, WILLIAM, Blackheath, Kent, Ironmonger July 24 at 11.30 24, Railway approach, London Bridge

SPURRIER, THOMAS, and WILLIAM JOHN EARLE HENLEY, Upper Norwood, Surrey, Builders July 24 at 12.30 24, Railway approach, London Bridge

SWABY, LOUIS, Argyle rd, Ealing, of no occupation July 24 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

SWAINSON, JOHN, Ardwick, Manchester, Licensed Victualler July 25 at 11 120, Highgate, Kendal

TREGASKIS, SAMUEL THOMAS, jun, St Issey, Cornwall, Corn Merchant July 27 at 2 Off Rec, Boscawen st, Truro

VAN HOYDONCK, CONSTANT, Tredegar sqr, Bow, Licensed Victualler July 29 at 2.30 33, Carey st, Lincoln's inn fields

ADJUDICATIONS.

ADAMS, ROBERT, Park lane, nr Whitefield, Manchester, Farmer Derby Pet June 25 Ord July 15

ASH, ALLEN, Sproxton, Leics, Butcher Leicester Pet July 15 Ord July 15

BALME, JOSEPH, and JOHN DOBSON, Halifax, Tool Makers Halifax Pet July 14 Ord July 15

BENBOW, WILLIAM, Grundy st, Poplar, Baker High Court Pet July 13 Ord July 15

BERMAN, VICTOR E, late of Birmingham, Boot Dea'er Birmingham Pet June 22 Ord July 14

BOTT, ELIZABETH, Leicester, Cowkeeper Leicester Pet July 9 Ord July 9

DAVIES, JOHN MORGAN, Cwmbach, Aberdare, Glam, Grocer Aberdare Pet July 10 Ord July 13

DEADMAN, WALTER, Hastings, Grocer Hastings Pet June 25 Ord July 13

EASTWOOD, DENTON, Oldham, Card Manufacturer Oldham Pet July 4 Ord July 14

GEH, FREDERICK JOSEPH, Bristol, Drysalter Bristol Pet June 25 Ord July 14

HARTLEY, SAMUEL, and RICHARD CARTER, Blackburn, Cotton Spinners Blackburn Pet July 1 Ord July 14

HOOKEY, WILLIAM HENRY, Portsea, Manufacturing Confectioner Portsmouth Pet June 22 Ord July 10

HOPKINS, JANE SARAH, Ashton, nr Bishop's Waltham, Threshing Machine Proprietress Southampton Pet July 7 Ord July 15

JAMES, GEORGE, Wath upon Dearne, Yorks, Grocer Sheffield Pet July 13 Ord July 14

JONES, JOHN JAMES, Porth, Glam, Painter Pontypridd Pet July 9 Ord July 9

KENYON, CHARLES, Clown, Derbyshire, Coal Miner Sheffield Pet July 13 Ord July 13

MARTIN, EDWARD, St Swithin's lane, Commission Agent High Court Pet Apr 18 Ord July 15

MAYO, FREDERICK JOSEPH, The Broadway, St Margaret's, Twickenham, Boot Maker Brentford Pet July 10 Ord July 14

MUNNS, JOHN, Canterbury, Licensed Victualler Canterbury Pet July 13 Ord July 13

NEWBY, MATTHEW, Bishopton, Durham, Farm Labourer Stockton on Tees and Middlesborough Pet July 14 Ord July 14

PRESTON, HENRY MITCHELL, Ramsgate, Dentist Canterbury Pet July 15 Ord July 15

RANYELL, ALEXANDER ROBERT, Farleigh rd, Stoke Newington, Clerk to firm of Tailors High Court Pet July 13 Ord July 15

ROBERTS, LEMUEL, Llancarvan, Glam, Licensed Victualler Cardiff Pet July 11 Ord July 11

ROBERTS, WILLIAM, Skipton, Yorks, Mail Driver Bradford Pet July 14 Ord July 14

SEMMENCE, HENRY, Wymondham, Norfolk, Tailor Norwich Pet July 11 Ord July 13

SHILCOCK, ROBERT, South Witham, nr Grantham, Miller Nottingham Pet July 13 Ord July 13

STEVENS, CHARLES, Salisbury, Builder Salisbury Pet July 3 Ord July 13

TAYLOR, WILLIAM, Birmingham, late Baker Birmingham Pet July 10 Ord July 14

TREGASKIS, SAMUEL THOMAS, jun, St Issey, Cornwall, Corn Merchant Truro Pet June 25 Ord July 13

VAN HOYDONCK, CONSTANT, Tredegar sq, Bow, Licensed Victualler High Court Pet June 19 Ord July 11

WALTER, JOHN, Lincoln, Auctioneer Lincoln Pet July 13 Ord July 13

WALTER, WILLIAM WOODROFFE, Edlington, nr Horncastle, Lincs, Farmer Lincoln Pet July 15 Ord July 15

WILLIAMS, JOHN WILLIAM, Mildenhall, Suffolk, Auctioneer Bury St Edmunds Pet July 1 Ord July 14

WILSON, JOHN HENRY, Leeds, Bolt Maker Leeds Pet June 10 Ord July 14

WINDER, JOHN, Burnley, Boot Maker Burnley Pet July 3 Ord July 13

WOMERSLEY, HANNAH, Hightown in Liversedge, Yorks, Currier Dewsbury Pet July 14 Ord July 14

YORKE, WILLIAM OWEN, Kettering, Northamptonshire, Boot Manufacturer Northampton Pet June 29 Ord July 15

ADJUDICATION ANNULLED.

PRESTON, JOHN, Reading, Hatter Reading Adjud Aug 8, 1885 Annul May 14

London Gazette,—TUESDAY, July 21.

RECEIVING ORDERS.

ANDERSON, Brockley, Kent, Draper Greenwich Pet July 16 Ord July 16

ANDREWS, EPHRAIM, Sudbury, Suffolk, Coach Builder Colchester Pet July 18 Ord July 18

AYTON, CHARLES JAMES, Ramsgate, Fruiterer Canterbury Pet July 18 Ord July 18

BETTS, ARCHIBALD SAMUEL, Christchurch rd, Hampstead, of no occupation High Court Ord July 4

BOOTH, WILLIAM PLOWRIGHT, Worksop, Notts, Photographer Sheffield Pet July 16 Ord July 16

BOUCHER, JOHN HENRY, Leeds, late Clerk to the Leeds Overseers Leeds Pet July 17 Ord July 17

BUTTERFIELD, WILLIAM HENRY, Lowestoft, Cooper Gt Yarmouth Pet July 18 Ord July 18

CLARKE, JOHN, Bedford, Grocer Bedford Pet July 17 Ord July 17

CLARKE, WILLIAM JAMES, Saxmundham, Suffolk, Harness Maker Ipswich Pet July 17 Ord July 17

COUZENS, GEORGE HENRY, Peckham rd, Manager to Pianoforte Dealer High Court Pet July 17 Ord July 17

CRABTREE, JOHN, Hey in Scammonden, Huddersfield, Woollen Manufacturer Huddersfield Pet July 18 Ord July 18

EVANS, THOMAS, Exmouth st, Clerkenwell, Provision Dealer High Court Pet June 29 Ord July 17

GAMBLE, GEORGE, South Shields, Grocer Newcastle on Tyne Pet July 13 Ord July 13

GEISEL, JOHN GEORGE, Grove rd, Holloway, Flour Factor High Court Pet June 30 Ord July 17

GITTUS, GEORGE FREDERICK, Feckenham, Worcs, Baker Worcester Pet July 18 Ord July 18

GODDEN, EDWARD ALFRED, Walton on Thames, Surrey, Dealer in Antiques Kingston Pet July 17 Ord July 17

GRIGG, GEORGE THOMAS, Luton, Beds, Hat Manufacturer Luton Pet July 16 Ord July 16

GRIPPER, CHARLES EDWARD, and ARTHUR BANKS GRIPPER, Winchester Wharf, Bankside, Corn Merchants High Court Pet July 17 Ord July 17

HARVEY, RICHARD, Newlyn Paul, Cornwall, Fisherman Truro Pet July 18 Ord July 18

HETTISH, GORDON, Exeter, Watchmaker Exeter Pet July 15 Ord July 15

HIGGS, JOSEPH, Upper park place, Dorset sqr, Builder High Court Pet July 17 Ord July 17

JACKSON, LAZARUS, Bishopwearmouth, Durham, Watchmaker Sunderland Pet July 15 Ord July 15

JAMES, GRIFFITH, Penygraig, Glam, Collier Pontypridd Pet July 14 Ord July 14

JOEL, SIMEON, Newcastle on Tyne, Auctioneer Newcastle on Tyne Pet July 4 Ord July 16

JONES, JOHN WILLIAM HEAD, Plymouth, Hairdresser East Stonehouse Pet July 18 Ord July 18

LAGER, JOSEPH, Coalville, Leics, Butcher Burton on Trent Pet July 10 Ord July 10

LUCAS, CHARLES GEORGE, Chatsworth rd, West Norwood, Accountant High Court Pet June 25 Ord July 15

MARKS, MOSES, Sunderland, Outfitter Sunderland Pet July 16 Ord July 16

MASTERTON, ROBERT KNOX, Golden Cross Hotel, Charing Cross, of no occupation High Court Pet June 11 Ord July 15

MILLARD, FREDERICK JAMES, Bristol, Wholesale Clothier Bristol Pet July 17 Ord July 17

MURRAY, DAVID, Sheffield, Bank Manager Sheffield Pet June 30 Ord July 16

MYATT, ALFRED JOHN, and JOHN WOODROFFE, Hanley, Auctioneers Hanley Pet July 15 Ord July 18

NEWMAN, THOMAS WILLIAM, Ellesmere, Salop, late Relieving Officer Wrexham Pet July 15 Ord July 15

PALFREY, JOHN HENRY THOMAS, Gloucester, Photographer Gloucester Pet July 17 Ord July 17

POPE, CLEMENT, Gloucester, Furniture Dealer Gloucester Pet July 17 Ord July 17

ROSE, SIDNEY ARTHUR, Paragon rd, Hackney, Cap Manufacturer High Court Pet July 15 Ord July 16

ROSENBERG, JULIUS, Distaff lane, Cannon st, Manufacturer's Agent High Court Pet June 30 Ord July 16

RYDER, JOHN, Burleydam, Cheshire, Provision Dealer Nantwich and Crewe Pet July 14 Ord July 14

SALT, JOSEPH, Longton, Staffs, Blacksmith Longton Pet July 8 Ord July 17

SCOTT, ROBERT BURDETT, Hemsworth, Yorks, late Colliery Clerk Wakefield Pet July 15 Ord July 15

SEGGERS, JOHN, Tendring, Essex, Grocer Colchester Pet July 16 Ord July 16

SETON, D E, Cromwell rd High Court Pet June 13 Ord July 16

SINCLAIR, CHARLES GEORGE, Gt Grimsby, Photographer Gt Grimsby Pet July 17 Ord July 17

SMITH, JOHN, Burton on Trent, Butcher Burton on Trent Pet July 16 Ord July 16

TAYLOR, GEORGE, Meltham, nr Huddersfield, Farmer Huddersfield Pet July 17 Ord July 18

TAYLOR, THOMAS, Battersea Park rd, Surrey, Ironmonger Wandsworth Pet July 17 Ord July 17

THOMAS, DAVID JENKIN, Aberavon, Glam, Innkeeper Neath Pet July 17 Ord July 17

THOMPSON, THOMAS LAMONT, Comeragh rd, West Kensington, Gent High Court Pet April 8 Ord July 16

TREZISE, JOSEPH FRANCIS, Bedminster, Bristol, Mariner Bristol Pet July 16 Ord July 16

TUCKER, LOUIS WILLIAM, Dartmouth, Auctioneer East Stonehouse Pet July 18 Ord July 18

VINCE, ISAAC MANN, Norwich, Fish Merchant Norwich Pet July 17 Ord July 17

WALSH, JOHN CHARLES, Nottingham, Cabinet Maker Nottingham Pet July 18 Ord July 18

WATKINS, JAMES VAUGHAN, Newport, Mon, Grocer Newport, Mon Pet July 17 Ord July 18

WHITAKER, GEORGE JOHN, Liverpool, Corn Merchant Liverpool Pet July 16 Ord July 16

WHITEHAND, WILLIAM, Wissett, Suffolk, General Dealer Gt Yarmouth Pet July 16 Ord July 16

WHITING, CHARLES WILLIAM, Bedford, Builder Bedford Pet July 17 Ord July 17

WINDER, GEORGE, Lenham, Kent, Saddler Maidstone Pet July 17 Pet July 17

FIRST MEETINGS.

ABRAHAMS, LOUISA, Gt Russell st, Bloomsbury, Spinster July 31 at 2.30 33, Carey st, Lincoln's inn

ASH, ALLEN, Sproxton, Leics, Butcher July 29 at 12 Off Rec, 34, Friar lane, Leicester

BAKER, WILLIAM JAMES, Scarborough, Civil Engineer July 29 at 11.30 Off Rec, 74, Newborough st, Scarborough

BOWRING, JAMES RICHARD, Kingston upon Hull, Commission Agent July 28 at 11.30 Off Rec, Trinity House lane, Hull

BRACKENBURY, ALBERT BLACKWELL, Leamington, Draper July 28 at 2.15 Off Rec, 17, Hertford st, Coventry

BRADLEY, CHARLES, Oldham, Machinist July 29 at 3 Off Rec, Priory chmbrs, Union st, Oldham

CHIVERTON, EMMA, Portsea, Fruiterer Aug 4 at 3.30 Cambridge Junction, High st, Portsmouth

CLARKE, CHARLES, Kingston upon Hull, Plasterer July 23 at 11 Off Rec, Trinity House lane, Hull

CLARKE, JOHN, Bedford, Grocer July 31 at 11 Off Rec, 1A, St Paul's sqr, Bedford

CLEGG, HENRY GORDON, Manchester, formerly Stock Broker July 28 at 3.30 Ogden's chmbrs, Bridge st, Manchester

CRABTREE, JOHN, Hey in Scammonden, Huddersfield, Woollen Manufacturer Aug 1 at 12 Haigh & Son, Solicitors, 55, New st, Huddersfield

DRAFFIN, B, Choriton upon Medlock, Manchester, Book Keeper July 28 at 2.30 Ogden's chmbrs, Bridge st, Manchester

EVANS, DAVID HUGH, Lampeter, Cardiganshire, Cabinet Maker Aug 1 at 10.30 Off Rec's Offices, 11, Quay st, Carmarthen

GRAHAM, JOHN, Moorcroft House, Hillingdon, formerly Market Gardener July 29 at 3 Off Rec, Temple chmbrs, Temple avenue

GRIGG, GEORGE THOMAS, Luton, Beds, Hat Manufacturer July 30 at 11.30 Court house, Luton
GROVES, JOHN, South Bowood, Netherbury, Dorset, retired Major Aug 6 at 1.15 White Hart Hotel, Salisbury
HAIMSOHN, D, Bell lane, Spitalfields, Flour Factor July 31 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
HARDY, JOHN, Blackwood, Mon, Carpenter July 29 at 11 Off Rec, Merthyr Tydfil
HARRISON, ROBERT, Middlesborough, now Journeyman Joiner July 29 at 3 Off Rec, Albert rd, Middlesborough
HARTLEY, SAMUEL, and RICHARD CARTER, Blackburn, Cotton Spinners Aug 5 at 1 County Court house, Blackburn
HAY, JOHN PEIRSON, Grosmont, Yorks, Gamekeeper July 29 at 3 Off Rec, 8, Albert rd, Middlesborough
HEAP, JAMES, and PETER HEAP, Burnley, Cotton Manufacturers July 29 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
HETTISH, GORDON, Exeter, Watchmaker July 29 at 11 Off Rec, 13, Bedford circus, Exeter
HUNT, WALTER, Angel ct, Wine Merchant July 31 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
JONES, JOHN JAMES, Porth, Glam, Painter July 28 at 3 Off Rec, Merthyr Tydfil
JONES, JOHN JOSEPH, Birmingham, Brassfounder July 29 at 11 25, Colmore rd, Birmingham
LAGER, JOSEPH, Coalville, Leics, Butcher July 29 at 11 Midland Hotel, Station st, Burton on Trent
LEWIS, ESTHER, Ton Pentre, Glam, Boot Dealer July 28 at 12 Off Rec, Merthyr Tydfil
LEWIS, THOMAS DAVID, Pontlottyn, Gelligaer, Glam, Accountant July 30 at 12 Off Rec, Merthyr Tydfil
MARCHANT, FREDERICK, Leeds, Cart Driver July 29 at 11 Off Rec, 22, Park row, Leeds
MYLES, JAMES, otherwise STEPHEN MYLES, Seaford, Sussex, Builder July 28 at 2.30 Off Rec, 21, Railway app, London Bridge
PALFREY, JOHN HENRY THOMAS, Gloucester, Photographer July 30 at 11 Off Rec, 15, John st, Gloucester
ROSE, EMILY LAVINIA, Brecon, Hotel Keeper July 29 at 12 Off Rec, Merthyr Tydfil
RUTTER, JOHN TIREMAN, Bishopwearmouth, Sunderland, Grocer July 28 at 12.30 Off Rec, 25, John st, Sunderland
RYDER, JOHN, Burleydam, Cheshire, Provision Dealer July 28 at 2.15 Royal Hotel, Crewe
SCOTT, ROBERT BURDETT, Hemsworth, Yorks, late Colliery Clerk July 28 at 11 Off Rec, Bond ter, Wakefield
STONE, WILLIAM DALTON, Gloucester, Corn Commission Agent July 23 at 11 Off Rec, 15, King st, Gloucester
TAYLOR, GEORGE, Meltham, nr Huddersfield, Farmer Aug 1 at 11 Haigh & Son, Solicitors, 55, New st, Huddersfield
WALTER, JOHN, Lincoln, Auctioneer July 28 at 11.15 Off Rec, 31, Silver st, Lincoln
WALTER, WILLIAM WOODBOFFE, Edlington, nr Horncastle, Lincs, Farmer July 28 at 12 Off Rec, 31, Silver st, Lincoln
WERTHEIMER, ISIDORE E, Jermyn st, Gentleman July 30 at 2.30 33, Carey st, Lincoln's inn
WHITING, CHARLES WILLIAM, Bedford, Builder July 31 at 10.30 Off Rec, 1A, St Paul's sq, Bedford
WILKES, JOHN, Darlaston, Staffs, Carpenter July 30 at 11.30 Off Rec, Walsall
WINDER, GEORGE, Lenham, Kent, Saddler Aug 5 at 3 Off Rec, Week st, Maidstone
WILSON, JOHN, Waterloo, Lancs, Salesman July 30 at 3 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

ANDREWS, EPHRAIM, Sudbury, Suffolk, Coach Builder Colchester Pet July 18 Ord July 18
AYTON, CHARLES JAMES, Ramsgate, Fruiterer Canterbury Pet July 18 Ord July 18
BOOTH, WILLIAM PLOWRIGHT, Worksop, Notts, Photographer Sheffield Pet July 16 Ord July 16
BOUCHER, JOHN HENRY, Leeds, late Clerk to the Leeds Overseers Leeds Pet July 17 Pet July 17
BRACKENBURY, ALBERT BLACKWELL, Leamington, Draper Warwick Pet July 15 Ord July 17
CLARKE, JOHN, Bedford, Grocer Bedford Pet July 17 Ord July 17
CLARKE, WILLIAM JAMES, Saxmundham, Suffolk, Harness Maker Ipswich Pet July 17 Ord July 17
CLAXTON, GEORGE THOMAS, Moorgate st, Solicitor High Court Pet March 25 Ord July 16
COUZENS, GEORGE HENRY, Peckham rd, Manager to Pianoforte Dealer High Court Pet July 17 Ord July 17
CULLEN, MARY, Brockley Park, Forest Hill, Kent, Spinster Greenwich Pet May 7 Ord July 14
EADY, THOMAS, Birmingham, Licensed Victualler Birmingham Pet July 14 Ord July 16
EDGAR, CHARLES SMITH, Bishop Auckland, Solicitor Durham Pet July 13 Ord July 18
FENTON, LEONARD, Smethwick, Staffs, Grocer West Bromwich Pet July 9 Ord July 15
GAMBLE, GEORGE, South Shilds, Grocer Newcastle on Tyne Pet July 13 Ord July 15
GITTUS, GEORGE FREDERICK, Feckenham, Worcs, Baker Worcester Pet July 18 Ord July 18
HARVEY, RICHARD, Newlyn Paul, Cornwall, Fisherman Truro Pet July 17 Ord July 18
HETTISH, GORDON, Exeter, Watchmaker Exeter Pet July 15 Ord July 16
HIGGS, JOSEPH, Upper pk pl, Dorset sq, Builder High Court Pet July 17 Ord July 17
JACKSON, LAZARUS, Bishopwearmouth, Durham, Watchmaker Sunderland Pet July 15 Ord July 15
JACKSON, THOMAS, Newcastle on Tyne, Travelling Draper Newcastle on Tyne Pet July 1 Ord July 15
GRIFFITH, JAMES, Penygraig, Glam, Collier Pontypridd Pet July 14 Ord July 14
JOHN, THOMAS, ISAAC JOHN, and JOSEPH JOHN, Pantllwydrew, Cefn Cribbwr, Glam, Farmers Cardiff Pet June 30 Ord July 10
JONES, JOHN JOSEPH, Birmingham, Brassfounder Birmingham Pet July 1 Ord July 18
KENNEDY, ANNIE FRANCES ELIZABETH HAMILTON, Balham, Surrey, Widow Wandsworth Pet Oct 2 Ord June 10, 1890
MOON, JAMES, Southborough, Kent, Baker Tunbridge Wells Pet June 25 Ord July 17
MORTON, W E, Croydon, Surrey, Dramatic Author Croydon Pet July 7 Ord July 16
NEWMAN, THOMAS WILLIAM, Ellesmere, Salop, late Relieving Officer Wrexham Pet July 15 Ord July 15
POPE, CLEMENT, Gloucester, Furniture Dealer Gloucester Pet July 17 Ord July 17
ROWSELL, S M, Copthall bldgs, Stockbroker High Cour Pet April 6 Ord July 17
RYDER, JOHN, Burleydam, Cheshire, Provision Dealer Nantwich and Crewe Pet July 14 Ord July 14
SCOTT, ROBERT BURDETT, Hemsworth, Yorks, late Colliery Clerk Wakefield Pet July 15 Ord July 15
SEGGERS, JOHN, Tendring, Essex, Grocer Colchester Pet July 15 Ord July 16
SINCLAIR, CHARLES GEORGE, Gt Grimsby, Photographer Gt Grimsby Pet July 17 Ord July 17
SMITH, ANDREW, and WALTER COLLIER, Aldermanbury, Patentees High Court Pet June 6 Ord July 17
SMITH, JOHN, Burton on Trent, Butcher Burton on Trent Pet July 16 Ord July 16
SPRINGTHORPE, WILLIAM, Blackheath, Kent, Ironmonger Greenwich Pet May 26 Ord July 16
STEVENS, JOHN VIVIAN, Carbarrack, Gwennap, Cornwall, Mine Share Dealer Truro Pet July 2 Ord July 16
STONE, WILLIAM DALTON, Gloucester, Corn Commission Agent Gloucester Pet July 14 Ord July 16
THOMAS, DAVID JENKIN, Aberavon, Glam, Innkeeper Neath Pet July 17 Ord July 17
TREZISE, JOSEPH FRANCIS, Bedminster, Bristol, Mariner Bristol Pet July 16 Ord July 17
VINCE, ISAAC MANN, Norwich, Fish Merchant Norwich Pet July 17 Ord July 17
WALSH, JOHN CHARLES, Nottingham, Cabinet Maker Nottingham Pet July 18 Ord July 18
WHITAKER, GEORGE JOHN, Liverpool, Corn Merchant Liverpool Pet July 16 Ord July 16
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WHITING, CHARLES WILLIAM, Bedford, Builder Bedford Pet July 17 Ord July 17
WILSON, JOHN, Waterloo, Lancs, Salesman Liverpool Pet July 9 Ord July 16
WINDER, GEORGE, Lenham, Kent, Saddler Maidstone Pet July 17 Ord July 17

SALES OF ENSUING WEEK.

July 27.—Messrs. ELLIS & SON, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, this week, p. 656).
July 28.—Messrs. BELTON & SONS, at the Mart, E.C., at 1 o'clock, Freehold Investments (see advertisement, this week, p. 655).
July 28.—Messrs. WALKER & RUNTZ, at the Mart, E.C., at 2 o'clock, Absolute Reversion (see advertisement, July 18, p. 4).
July 29.—Messrs. BAKER & SONS, on the Premises, at 12 for 1 o'clock, Freehold and Part Leasehold Property (see advertisement, July 18, p. 4).
July 29.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Law Fire Office Shares (see advertisement, July 18, p. 4).
July 29.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2.45, Stocks and Shares (see advertisement, this week, p. 655).
July 29.—Messrs. THOMPSON, RIPPON, & Co, at the Royal Hotel, Truro, at 2 o'clock, Freehold Estates, &c. (see advertisement, July 11, p. 4).
July 30.—Messrs. BAKER & SONS, in a Marquee on the Estate, at 2 for 3 o'clock, Plots of Building Land (see advertisement, this week, p. 656).
July 30.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Absolute Reversion (see advertisement, July 18, p. 4).
July 31.—Messrs. GREEN & SON, at the Mart, E.C., at 1 for 2, Leasehold Investments (see advertisement, this week, p. 656).

CLAPHAM COMMON

Capital Freehold Family Residence, with stabling, and about one acre of garden, for occupation or investment.

MESSRS. ELLIS & SON are directed by the Trustees of the late Mrs. Nicol to SELL by AUCTION, at the MART, on MONDAY NEXT, JULY 27, at TWO precisely, the very superior detached FREEHOLD RESIDENCE, known as Springwell House, situate on the best part of the Common, near the Cedars-road, comprising nine bed rooms, dressing room, bath room, three unusually handsome reception rooms, excellent domestic offices; spacious detached stabling, good flower garden (with three greenhouses) and long kitchen garden. Without interfering with the enjoyment of occupation of the house part of the garden could be advantageously dealt with in connection with any building development of the adjoining properties, in the rear of which it runs. May be viewed.

Printed particulars, with conditions of sale, may be had at the Mart; of Messrs. Nicol, Son, & Jones, Solicitors, 39, Lime-street; of Messrs. McLachlan, Clapham-common; and of Messrs. Ellis & Son, Auctioneers and Surveyors, No. 49, Fenchurch-street, E.C.

GORDON SQUARE, W.C.

First-class Long Leasehold Investment.

MESSRS. ELLIS & SON are directed to SELL by AUCTION, at the MART, on MONDAY NEXT, JULY 27th, at TWO precisely, the commodious Cubitt-built RESIDENCE, containing six bed rooms, two dressing rooms, drawing room, and four ground-floor rooms —No. 16, Gordon-square, a very desirable situation, adjoining the University-hall. Let on a seven, 14, or 21 years' lease to W. Wilson, Esq., at a rent of £170, and held for a term having 65 years to run at a ground-rent of £40. May be viewed by permission of the occupier only.

Printed particulars and conditions of sale may be had at the Mart; of Stephen Camp, Esq., Solicitor, Watford; and of Messrs. Ellis & Son, Auctioneers and Surveyors, 49, Fenchurch-street, E.C.

GORDON SQUARE, W.C.

A Cubitt-built Residence, held for a term, having 65 years unexpired at the low ground-rent of £15. With possession.

MESSRS. ELLIS & SON are directed to SELL by AUCTION, at the MART, on MONDAY NEXT, JULY 27th, at TWO precisely, a capital RESIDENCE, No. 21, Gordon-square, a convenient and favourite locality in the West-end district, within easy driving or walking distance of the City, and near the important termini of the Great Northern, Midland, and North-Western Railways. It is situate on the west side and centre of the square, commanding a pleasant view of the gardens, and contains every accommodation for a gentleman's family, including a superior hot and cold bath, and is now let to, and in the occupation of Dr. Crosby, at a rent of £170, on a lease expiring Michaelmas next, when vacant possession can be had.

May be viewed by orders only, to be had of Messrs. Ellis & Son. Printed particulars and conditions of sale may be had at the Mart; of Stephen Camp, Esq., Solicitor, Watford; and of Messrs. Ellis & Son, Auctioneers and Surveyors, 49, Fenchurch-street, E.C.

HAMPSTEAD ROAD.

A compact Estate of 19 Leasehold Dwelling Houses, all let to respectable and old-established weekly tenants, at £700 14s. per annum.

MESSRS. GREEN & SON will SELL by AUCTION, at the MART, Tokenhouse-yard, Bank, on FRIDAY, JULY 31, at ONE for TWO o'clock, a very compact and desirable LEASEHOLD ESTATE, approached through an archway entrance, situate and known as 1 to 19, Stanhope-buildings, Stanhope-street, Euston-road. The property is situated in a densely-populated neighbourhood, and occupies the large area of about 12,300 square feet. It is surrounded by large manufactories, and always commands a speedy re-letting upon any vacancy. All are now let, mostly to old-standing and promptly paying tenants, at rentals amounting to £700 14s. Held for an unexpired term of 62 years.

Particulars of Messrs. Hyde, Tandy, Mahon, & Sayer, Solicitors, 33, Ely-place, Holborn; and of Messrs. Green & Son, Auctioneers and Surveyors, 28 and 29, St. Swithin's-lane, London.

TRAFALGAR ROAD, OLD KENT ROAD.

On the Bridge House Estate of the Corporation of the City of London.—29 Leasehold Dwelling Houses in Peplar-road, Nile-terrace, and Waite-street. All let to good established quarterly and weekly tenants, and producing £904 4s. per annum. Held for terms of years, expiring in 1945. This property is of a superior character, and being situate in the centre of a residential neighbourhood, with ample travelling facilities to all parts, it affords a desirable and safe investment.

MESSRS. GREEN & SON will SELL by AUCTION, at the MART, Tokenhouse-yard on FRIDAY, JULY 31, at ONE for TWO o'clock, in Two Lots, as follows:—

14 Leasehold Houses known as Nos. 10, 11, 12, 13, and 14, Nile-terrace, Trafalgar-road, and Nos. 3, 4, 5, 6, 7, 8, 9, 11, and 12, Peplar-road, Nile-terrace, Trafalgar-road. All let at rentals amounting to £505 8s. per annum, and held for terms of years expiring 1945.—Solicitor, E. G. Elwes, Esq., 8, Furnival's-inn, E.C.

15 Leasehold Houses, known as Nos. 35, 37, 39, 41, 43, 45, 53, and 55, Peplar-road, and Nos. 8, 9, 10, 11, 12, 13, and 14, Waite-street, Trafalgar-road. All let at rentals amounting to £488 16s. per annum. Also held for terms of years expiring in 1945.—Solicitors, Messrs. Hyde, Tandy, Mahon, & Sayer, Solicitors, 33, Ely-place, Holborn.

Particulars of Messrs. Green & Son, Auctioneers and Surveyors, 28 and 29, St. Swithin's-lane, E.C.

Upton-park and Enfield.—Freehold Building Plots.—Purchase-money payable by easy instalments.

MESSRS. BAKER & SONS will SELL by AUCTION, as follows:—

UPTON PARK.

In a MARQUEE on the Estate, on THURSDAY, JULY 30, at TWO for THREE, the second portion of the Barking-road Estate (the whole of the first portion having been sold at the recent auction), comprising 130 plots of excellent building land, including several shop plots most commandingly situate, fronting on Credon, Selsdon, Baxter, and Bushey-roads, adjoining the main Barking-road and Green-street, within 100 yards of the Upton Park Station of London, Tilbury, and Southend Railway, and near to the market place of this important, thickly-populated suburb. The plots are fully ripe for immediate building operations, and there is a great demand for medium-sized dwelling-houses, for which they are well adapted.—Vendor's Solicitors, Messrs. Snow, Snow, & Fox, 7, Great St. Thomas Apostle, Queen-street, E.C.

DUSH-HILL PARK,

Enfield, Middlesex.—In a MARQUEE on the Estate, on THURSDAY, AUG. 6, at TWO for THREE p.m., 120 Plots of Freehold Building Land, being the first portion of the Bush-hill Park Estate, situate on First and Fourth-avenue, Queen Anne's-drive, and Wellington-road, fully ripe for the erection of medium-sized dwelling-houses and shops, while a few of the plots on the southern portion of the estate afford charming sites for suburban villas. A commanding tavern plot, adjoining the railway station, will be included in the sale.—Vendors' Solicitors, J. Sparks, Esq., Crewkerne, and C. R. Forward, Esq., 3, Gray's-inn-square, W.C. Architects, Messrs. Crickmay & Sons, 17, Parliament-street, S.W., and Weymouth.

A limited number of free return tickets will be issued to London buyers, and luncheon will be provided. Particulars of the respective Solicitors, and of the Auctioneers, 11, Queen Victoria-street, E.C.

HIGH HOLBORN.

MESSRS. BAKER & SONS will SELL by AUCTION, at the MART, E.C., on FRIDAY, AUGUST 7, at TWO.—By direction of the Liquidator, H. Newson-Smith, Esq., the important FREEHOLD PROPERTY (a portion at the rear being long leasehold) known as the Royal Music Hall, High Holborn, together with the very valuable goodwill and possession as a going concern. It covers the large area of upwards of 14,700ft., of which the whole of the front portion is freehold, the remaining being held on lease for 80 years from Michaelmas, 1826, at a moderate ground-rent. It comprises a magnificent and well-ventilated hall, capable of accommodating an audience of 2,500 persons, with large stage and proscenium opening of 27ft. 6in., the whole fitted with all modern improvements, and most elegantly decorated from the plans and under the superintendence of the well-known architects, Messrs. Landor & Bedells. The exits are particularly well-arranged and good, and there are numerous lounges and judiciously-placed bars, as also ample artistes' accommodation and all necessary offices. Adjoining the main entrance in High Holborn is the Royal public-house, doing a good trade, and having large bar, private parlour, and 15 rooms above. Under efficient management, and, according to previous records of the property, there is no music-hall in London, from its position and other advantages, capable of attracting larger audiences. The usual landlord's fixtures will be included in the sale. The tenant's fixtures, trade fittings, furniture, &c., to be taken by the purchaser according to inventory, which will be produced at the sale by the auctioneer, and the stock-in-trade, wines, spirits, &c., at valuation in the usual way.—Vendor's Solicitor, Walter H. Southern, Esq. (of the firm of Messrs. Savidge & Southern), 36, Gracechurch-street, E.C. Liquidator, H. Newson-Smith, Esq., 37, Walbrook, E.C.

Particulars may be had of the Solicitors and the Liquidator, and of the Auctioneers, 11, Queen Victoria-street, E.C.

CROYDON.

To Land Buyers, Builders, Land Companies, and others.—Important Sale of 85 acres Freehold Building Land.

MESSRS. BLAKE, HADDOCK, & CARPENTER are instructed by the owners (the Briton Medical and General Life Association, Limited) to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, 5th AUGUST, at TWO o'clock, in One Lot, WADDON MARSH FARM and LANDS, about 85 acres, with the capital House, Farmbuildings, and Cottages. This important property has about 8,550ft. to the public roads, and is now almost the nearest vacant land to the present streets and roads on the north-west side of Croydon. Possession can be had by six months' notice.

Particulars and conditions of sale at the Mart, Tokenhouse-yard, City; of Messrs. Rowcliffe, Rawle, & Co., Solicitors, 1, Bedford-row, W.C.; and of the Auctioneers, 45, High-street, Croydon.

FOR SALE, ESSEX (Suffolk Border), Delightful Residential Estate, comprising 29 acres of finely-timbered, undulating, park, grounds and gardens; substantial, warm, dry residence, situated high, containing noble hall, billiard, 4 reception, 11 bed and dressing rooms; large attics, w.c., bath room, butler's pantry, housekeeper's room, servants' hall, cellars and domestic offices, detached laundry; excellent stabling, harness, grooms, and carriage accommodation; farmery, cottages, orchard, walled gardens, glass houses, &c.; gas, water supply (hot and cold), and drainage excellent. Healthy, picturesque neighbourhood. Good boating, fishing, and hunting. Church, chapel, noted grammar school, postal telegraph office, doctor, &c., near; station, two miles; London, 1¼ hour. Price £5,000. No agents.—OWNER, S. G., care of Gibbs, Smith, & Co., Advertisement Agents, 10, High Holborn.

SALES BY AUCTION FOR THE YEAR 1891.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, July 28	Tuesday, Aug 25	Tuesday, Nov 3
Tuesday, Aug 4	Tuesday, Oct 6	Tuesday, Nov 17
Tuesday, Aug 11	Tuesday, Oct 20	Tuesday, Dec 8
Tuesday, Aug 18		

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

MESSRS. ROBT. W. MANN & SON, SURVEYORS, VALUERS, AUCTIONEERS, HOUSE AND ESTATE AGENTS, (ROBT. W. MANN, F.S.I., THOMAS R. RANSOM, F.S.I., J. BAGSHAW MANN, F.S.I.), 12, Lower Grosvenor-place, Eaton-square, S.W., and 32, Lowndes-street, Belgrave-square, S.W.

IMPERIAL FIRE INSURANCE COMPANY.

Established 1803.

1, Old Broad-street, E.C., and 22, Pall Mall, S.W.

Subscribed Capital, £1,200,000; Paid-up, £300,000.

Total Invested Funds over £1,600,000.

E. COZENS SMITH, General Manager.

MORTGAGE INSURANCE CORPORATION (Limited).

88, Cannon-street, E.C.

Subscribed Capital £715,000.

Mortgages, Debentures, and Bank Deposits insured Deposits received for Capital Redemption.

T. Y. STRACHAN, General Manager.

REVERSIONS.

LAW REVERSIONARY INTEREST SOCIETY (Limited).

24, LINCOLN'S INN FIELDS, W.C.

CHAIRMAN—Edward James Bevir, Esq., Q.C.

DEPUTY-CHAIRMAN—The Rt. Hon. Henry Cecil Raikes, M.P.

Reversions and Life Interests Purchased. Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

Loans may also be obtained on the security of Reversions. Annuities, Immediate, Deferred, and Contingent, and also Endowments granted on favourable terms.

Prospectuses and Forms of Proposal, and all further information, may be had at the office.

C. B. CLABON, Secretary.

EDE AND SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1689.

94, CHANCERY LANE, LONDON.